HEREIN INCORPORATED

AGREEMENTS:

CITY AND -

ALLEN COUNTY BOARD OF COMMISSIONERS, P. A. Randall's Subdiv.	161-14	9/13/78	67
BOTTERON, LUCILE, area local connection fees	12-23	5/15/78	133
ECOL SCIENCES, INC., Sewer Overflow Program	177-23	9/25/78	61
FRANCHISE REALTY CO. (McDonald's), Storm Water Retention Pond	216-16	10/25/78	36
GILMORE, J. & LANCIA, J., Windsor Woods, Sect. I	215-10	10/25/78	37
HERMAN, ZOLTAN, 4114 Covington Rd., San. Sew.	215-9	10/25/78	38
HEWES, CLARENCE, Hewes Industrial Ct., Sewer Ext.	185-8	10/2/78	54
JONES, M. & AXSON, C., Terry Ln. & St. Joe Rd., Sewer Ext.	252-12	11/22/78	17
KLEEMAN ENTERPRISES, INC., Shannonside, Sect. I, San. Sew.	70-20	6/26/78	105
LEO-CEDARVILLE REG. SAN. SEW. DIST., Changing 10/19/77 agreement	5-7	5/10/78	135
LEVAL D'OR DEV. INC., LeVal D'or Sect. I, San. Sew.	39-5	6/5/78	124
MAYSVILLE REG. SAN. SEW. DIST., Changing 10/19/77 agreement	5-6	5/23/78	136
MINNICK, NELSON R., St. Joe Interceptor, San. Sew.	51-13	6/12/78	120
NIEMEYER, K., REAL ESTATE & DEV., INC., Branning Hills, Sect. I	35-21	5/31/78	128
NORFOLK & WESTERN RAILWAY CO., covering tunnel liner at Waynedale	268-22	12/6/78	13
NORTHEASTERN ENTERPRISES, Concord Hills Sect. II	274-11	12/11/78	10
NORTHEASTERN ENTERPRISES, Rothman Road	2-8	5/23/78	139
PINE VALLEY VILLAGE MALL, Construction of san. sew.	176-11	9/25/78	62
STEININGER REAL ESTATE INVESTORS, Foxford Add., Storm Sewer	32-8	5/31/78	130
THOMAS, M., LIECHTY,M., & TAZIAN, A., Longwood, Sect. I	203-14	11/14/78	47
WHEATRIDGE INVESTORS, INC., Wheatridge/Newberry, Sewer Ext.	223-29	10/30/78	33
	213-26	10/23/78	39
WILLIAMS, CLYDE E. & ASSOC., Consulting Services	229-12	11/6/78	31
WOODMONT REALTY, INC. Woodmont, Sect. V, San. Sew.	8-3	5/12/78	134

AGREEMENTS TO PURCHASE REAL ESTATE:

BUS HUTS, INC. — Erection of bus stop shelters	121-12	8/7/78	83
VOLUNTEERS OF AMERICA — City to buy part of Lot #7, Wells Res.	252-9	11/22/78	19
WALLACE, KIM — 1002 Madison St.	161-15	9/13/78	66

DEEDS:

COMMISSIONER'S DEEDS -

FROM ALLEN COUNTY TO CITY: 1439 S. Anthony Blvd.; 1812 & 1814 Clay St.; 526 & 528 E. Wallace; 501, 537 & 541 E. Masterson	36-27	5/31/78	126

QUIT-CLAIM DEED -

FROM MYRTLE C. SCHUELKE TO MURIEL KNAPP	222-25	10/30/78	34

HEREIN INCORPORATED

WARRANTY DEEDS -

FROM ALBERT & RUTH HOESTING, JR. TO CITY, Lot 2, P.A. Randall's Add. ----	155-13	9/11/78	71
FROM CITY TO JAMES & SANDRA MACON, Lot #12, J. T. Hanna's Subdiv. -------	238-19	11/13/78	27
FROM CITY TO KIM WALLACE, 1002 Madison St. ----------	238-18	11/13/78	28
FROM HARVEY W. WILDS TO CITY, Lot 3, P. A. Randall's Add. ----------	156-14	9/11/78	70

EASEMENTS:

GRANTS -

ARTHUR E. & RUTH COAK TO CITY ----------	97-15	7/11/78	91
PERPETUAL EASEMENT FROM IND. REALTY TO ONE SUMMIT REALTY ----------	238-17	11/13/78	29
PERPETUAL EASEMENT FROM CITY TO IND. REALTY ----------	205-28	10/16/78	43
KENNETH MINNICK TO CITY, Part of Sect. 32, Township 32N, Range 12E ------	97-16	7/11/78	89
NELSON R. MINNICK TO CITY ----------	96-14	7/11/78	92

RELEASES -

FORT WAYNE TO AZAR'S COMMISSARY, INC. ----------	233-30	11/6/78	30
CITY TO CEDARVILLE RESERVOIR, Easement A & B ----------	62-15	6/19/78	112,11

MISCELLANEOUS:

"CAST-IN-PLACE" MANHOLE - "Interim Specificatin" for WPC Dept. ----------	212-25	10/23/78	118
CITIZEN'S CABLE OF FT. WAYNE - Acceptance of franchise ----------	106-10	7/31/78	87
DIVERSIFIED UTIL., UTIL. DEV., CLEARWATER UTIL., SEWAGE UTIL. ---------- Stipulation of settlement from City Attorney, Wm Salin	51-14	6/12/78	118
DOCKET #35033 - Rec'd from PSCI, Board of Public Works vs Conrail -----	242-15	11/15/78	23
ENGINEER'S CERTIFICATE RE: ARBITAGE - C. E. MCNAMEE, PORTER & SEELEY ----	283-6	12/20/78	5
ESCALATOR CLAUSE INC. - NEW RATE SCHEDULE - T & F ----------	168-33	9/18/78	65
FORT WAYNE WATER UTILITY - Schedule of Water Rates & Changes ----------	288-3	12/28/78	3
INDIANA CAUSE #35470 RE: PETITION OF CITY ---------- for permission to issue Revenue Bonds, making extensions and additions to its waterworks, new schedule of water rates & changes	280-13	12/18/78	6
NORTHCREST STATION CITY LIGHT LEASE - Description of lease property ----	254-7	11/27/78	18
PROMISSORY NOTE - $550,000 TO FORT WAYNE WATER UTILITY ----------	279-19	12/13/78	9
M. JOYCE SCHLATTER - AFFIDAVIT ASSIGNMENT of tap-ins of Paulding Sta. ---	37-28	5/31/78	125
TURN-BELL, GREEN & ASSOC., INC. - 3 R.R. Crossings, Phase IV & V --------	188-8	10/4/78	53
WATERWORKS REVENUE BONDS - Official Statement ----------	288-5	12/28/78	1
Copy of opinion re legality & tax exempt status ----------	288-4	12/28/78	2
Waterworks Revenue Bonds Certificate - Use of Bonds for construction -	283-7	12/20/78	4
Resolution for issuance of $18,000,000 & employment of Bond Counsel --	133-23	8/16/78	82

HEREIN INCORPORATED

RESOLUTIONS:

ALLEY, STREET, SIDEWALK, CURB -

5762-77 -----	BLUFFTON ROAD & OLD TRAIL ROAD ----------	155-13	9/11/78	71
5799-78 -----	ARDMORE AVE. & ENGLE ROAD ----------	69-17	6/26/78	107
		3-10	5/8/78	138
5801-78 -----	E. CENTRAL IMPACT AREA ----------	44-12	6/7/78	128
5804-78 -----	N. W. CENTRAL III ----------	78-17	7/5/78	103
5805-78 -----	FIRST & SECOND COUNCILMANIC DISTRICT ----------	61-13	6/19/78	115
5806-78 -----	THIRD & FOURTH COUNCILMANIC DISTRICT ----------	62-14	6/19/78	114
5807-78 -----	FIFTH & SIXTH COUNCILMANIC DISTRICT ----------	65-6	6/21/78	109
5808-78 -----	WEST CENTRAL IMPACT AREA, PHASE III ----------	78-18	7/5/78	102
5809-78 -----	HANNA-CREIGHTON IMPACT AREA, PHASE II ----------	95-8	7/19/78	95
	91-15 7/17; 95-8 7/19;	103-10	7/26/78	99
5810-78 -----	2521, 2525 MAPLE PLACE ----------	91-16	7/17/78	98
5811-78 -----	SAFETY VILLAGE - LAFAYETTE, WALLACE ----------	91-17	7/17/78	97
5812-78 -----	OXFORD, IMPACT AREA, PHASE III ----------	104-12	7/26/78	88
5813-78 -----	BOWSER AVENUE ----------	106-11	7/31/78	86
5814-78 -----	LAREZ COMMUNITY ASSOCIATION, PHASE I ----------	120-10	8/7/78	84
5819-78 -----	EWING STREET, RUNNION AVENUE ----------	172-13	9/20/78	64
5820-78 -----	BROADWAY RESURFACING ----------	181-19	9/27/78	59
5821-78 -----	BROADWAY (CREIGHTON-RUDISILL) ----------	180-18	9/27/78	60
5822-78 -----	POLICE GARAGE (CLEARING SITE) ----------	190-20	10/4/78	52
5823-78 -----	RESURFACING DECATUR ROAD ----------	252-8	11/22/78	20

SEWERS -

301-78 ------	PAULDING ROAD MAIN SLIPLINING PROJECT ----------	69-18	6/26/78	106
		3-11	5/8/78	137
302-78 ------	KRUGE PLACE, SAVOIE'S SUBDIV., ORCHARD RIDGE GARDEN --------	273-6	12/11/78	12
303-78 ------	MONARCH PARK DRAIN, PHASE II ----------	203-15	10/16/78	46
876-78 ------	MCKINLEY-CONNETT-EDWARDS ----------	267-17	12/6/78	13

SEWER EASEMENT -

159-78 ------	MCKINLEY-CONNETT-EDWARDS ----------	267-17	12/6/78	13
160-78 ------	PINE VALLEY VILLAGE MALL (DuPont Road) ---------- 93-29,	144-8	8/28/78	96
161-78 ------	KRUGE PLACE, SAVOIE'S SUBDIV., ORCHARD RIDGE GARDEN -------	273-7	12/11/78	11
	93-29 7/17/78;	144-8	8/28/78	11

STREET LIGHTING -

131-78 ------	LAKEWOOD PARK ----------	86-32	7/10/78	101
132-78 ------	DEVONSHIRE DRIVE ----------	241-5	11/15/78	25
133-78 ------	WEST CENTRAL IMPACT AREA, PHASE III ----------	190-21	10/4/78	51
134-78 ------	VICTORIA PARK AREA ----------	241-6	11/15/78	24
135-78 ------	EAST CENTRAL PHASE II & IV, IMPACT AREA ----------	280-7	12/18/78	7

HEREIN INCORPORATED

MISCELLANEOUS:

66-56-13 ---- $750,000 FROM WPC UTILITY TO FORT WAYNE WATER UTILITY -----	56-14	6/14/78	116
	56-13	6/14/78	117
66-63-16 ---- FRANCHISE TO CITIZEN'S CABLE OF FORT WAYNE, INC. ----------	63-16	6/19/78	111
66-63-18 ---- BLOW UP OF PAVEMENT - 4415 E. STATE ----------	63-18	6/19/78	110
66-88-12 ---- FRANCHISE TO CITIZENS CABLE OF FORT WAYNE, INC. ----------	88-12	7/12/78	100
66-107-14 --- FLOOD EMERGENCY (Clean up) ----------	107-14	7/31/78	85
66-158-30 --- EMERGENCY RESOLUTION (de-cel lane on Hessen Cassell) ------	158-30	9/11/78	69
66-183-31 --- EMERGENCY RESOLUTION (Consulting Engineers Serv. Agree.) --	183-31	9/27/78	55
66-200-30 --- EMERGENCY RESOLUTION (Completion of E. Central Phase II) --	200-30	10/11/78	48
66-208-20 --- EMERGENCY RESOLUTION (Repair pavement - 2409 Springfield) -	208-20	10/18/78	42
66-239-21 --- EMERGENCY RESOLUTION (Dike Repair) ----------	239-21	11/13/78	26
66-244-7 ---- EMERGENCY RESOLUTION (Water Main break - Delaware) --------	244-7	11/16/78	22
66-250-25 --- EMERGENCY RESOLUTION (Three Rivers Filtration Plant) ------	250-25	11/20/78	21
66-278-20 --- LOAN FROM WPC UTILITY TO FORT WAYNE WATER UTILITY, $550.000-	278-20	12/13/78	8

WATER CONTRACTS:

7809 ------- TAMERA PLACE ----------	204-22	10/16/78	45
7820 ------- CROWN RIDGE, SECTION B ----------	204-23	10/16/78	44

AGREEMENTS (CONTRACTS)

CITY AND

Allen County Board of Commissioners---P.A. Randall's Subdivision Block B---------9/13/78 -------161-14
Botteron, Lucile----------Area local connection fees----------5/15/78 ------- 12-23
Bus Huts, Inc.----------Erection of bus stop shelters----------8/7/78 -------121-12
Ecol Sciences, Inc. ---------Preparation of Plan of Study for Combined
Sewer Overflow Program----------9/25/78 -------177-23
Herman, Zoltan----------4114 Covington Road, Sanitary Sewer----------10/25/78-------215-9
Hewes, Clarence R.----------Hewes Industrial Court, Sewer Extension----------10/2/78 -------185-8
Jones, Marlin &
Axson, C. Michael----------Terry Lane and St. Joe Road, Sanitary Sewer--------11/22/78-------252-12
Kinney Shoe Corp.----------Assignment of excess funds to Am Cal Corp
under Sewer Extension Agreement----------12/6/78 -------268-20
Kleeman (H.G.) Enterprises, Inc.--Shannonside, Sect. I, Sanitary Sewer----------6/26/78 ------- 70-20
Leo-Cedarville Regional Sewer Dist.---Change of 10/19/77 Water Pollution
Control Agreement----------5/10/78 ------- 5-7
LeVal D'or Dev., Inc.,-------LeVal D'or, Sect. I, Sanitary Sewer----------6/5/78 ------- 39-5
Maysville Regional San. Sewer Dist.---Change of 10/19/77 Water Pollution
Control Agreement----------5/10/78 ------- 5-6
McDonald's----------Washington Center Rd. & State Road #3,
Storm Water Retention Pond----------10/25/78-------216-16
Minnick, Nelson R.----------St. Joe Interceptor, Sanitary Sewer----------6/12/78 ------- 51-13
Niemeyer, Kenneth, Real Estate
& Dev., Inc.----------Branning Hills, Sect. I, Sanitary Sewer----------5/31/78 ------- 35-21
Norfolk & Western Railway Co.---Agreement covering tunnel liner at Waynedale----12/6/78 -------268-22
North Eastern Enterprises, Inc.---Concord Hills, Sect. II, Sanitary Sewer--5/8/78,2-8; 12/11/78, 274-11
Pine Valley Village Mall------Construction of Sanitary Sewer----------9/25/78 -------176-11
Puritan Utilities, Inc.
& Inbalco, Inc.----------Utilities transferred to city water mains---------5/31/78 ------- 36-26
Salin, William, City Attorney----Will perform additional legal duties re
proposed water bond issue----------9/6/78 -------152-44
Steininger Real Estate Investors---Foxford Addition, Storm Sewer----------5/31/78 ------- 32-8
Wheatridge Investors, Inc.---------Wheatridge/Newberry, Sewer Ext.----------11/14/78-------223-29
Clyde E. Williams & Assoc---------For engineering services----------10/23/78-------213-26
For consulting services----------11/6/78 -------229-12
Woodmont Realty, Inc. ---------- Woodmont, Sect. 5, Sanitary Sewer ----------5/12/78 ------- 8-3

AGREEMENTS TO PURCHASE REAL ESTATE

Bowman, James H.----------421 E. DeWald St.----------11/6/78--------228-6
Love, Phillip H.----------1342 Hayden St., $125.00----------10/25/78-------216-20
Macon, James & Sandra K.--------2520 John St.----------10/4/78 -------189-17
Volunteers of America----------City to purchase a portion of Lot #7,
Wells Reserve, $130,00 plus moving expenses---11/22/78-------252-9
Wallace, Kim----------1002 Madison Street----------9/13/78 -------161-15

BIDS INVITATIONAL

PURCHASE ORDERS

.5070	Ramp entrances to City-County Building, John Dehner, Inc.	$4,290.70	108-16
.00160	Winter blizzard damage - misc. projects, Carrington & Assoc.	2,276.75	70-23
.00193	Replacement of intersection, Lindenwood & Shalimar Circle, Carrington & Assoc.	4,395.25	108-17
	Received invoice		149-16
.00194	Replacement of curb & walk, St. Joe Blvd., Carrington & Assoc.	4,684.60	108-18
.00195	Repair of curb - Forest Ave. & West Dr., Carrington & Assoc.	738.75	108-20
.05093	Street - State, Cloverlane, Sherman, Carrington & Assoc.	2,764.00	137-13
.05101	Sidewalk - 1402 E. State, Emil P. Holliday Construction	581.25	149-17
.05109	Sidewalk - 500 W. Main, Robert J. Houser	1,039.37	221-17
.05131	Miscellaneous projects - McArthur Drive, John Dehner, Inc.	2,178.00	167-18
.05132	Miscellaneous projects - Old Trail Rd., John Dehner, Inc.	4,038.10	167-25
.05133	Miscellaneous projects - Old Trail Rd & Lower Huntington, John Dehner	3,887.50	167-26
.05149	Replacement of pavement - 4123 Mound Pass, L. W. Dailey	1,790.00	182-27
.05191	Street - Inwood, Capitol, Oliver, Barnhart, Queen, Carrington & Assoc.	2,041.65	53-26
		1,792.27	136-11
.05208	Replacement of pavement, 2606 Prairie Grove, Robert J. Houser	3,793.50	189-12
.05209	Replacement of sidewalk, Coombs St. bridge elevation, R. J. Houser	5,052.60	189-13
.05218	Repair of pavement - Bolton Dr., Emil P. Holliday	4,754.00	212-22
.05219	Miscellaneous sidewalk & curb repair, Carrington & Assoc, Inc.	4,976.90	194-17
		3,866.30	194-18
.61208	1917 Thompson Ave, replacement of sidewalk, Robert Houser	350.00	271-14
	Installation of New Haven manhole, T & G Excavating, Inc.	1,240.00	186-11
	Work on sidewalk, 1701 Main, Hipskind Asphalt Corp.	256.25	262-13
	Sidewalks & driveway aprons, Knolls Addition, Delagrange Homes, Inc.	1,630.00	280-8

COUNCIL

AGREEMENTS

	To Council	
Allen County Board of Commissioners to City---P.A. Randall Subdivision, Block B, except 208 ft.	9/26/78	161-14
James E. Bowman and City---Purchase of 421 E. Dewald	11/14/78	228-6
Bus Huts, Inc. and City---Erection of Bus Stop shelters	8/8/78	121-17
Citizen Cable and City---Franchise for Cable Cummunication System for 15 yrs.	8/22/78	133-22
Ecol Sciences, Inc. (Consultant)---Plan of Study for Combined Sewer Overflow Program	10/10/78	177-23
Phillip H. Love and City---Purchase of 1342 Hayden	11/14/78	216-20
James & Sandra K. Macon and City--Purchase of 2520 John St.	10/24/78	189-17
Kim Wallace and City---Purchase of 1002 Madison St.	9/26/78	161-15
Clyde E. Williams & Assoc., Inc. and City---For engineering services, construction of 4 lane arterial	11/14/78	213-26
For consulting services, environmental impact statement or negative declaration	11/14/78	229-12

AGREEMENTS, SEWER

Allen Corporation---Pine Valley Village Mall	10/10/78	176-11
John Dehner, Inc.---Paulding Road Force Main Sliplining	7/11/78	69-18
Jeffrey Gilmore and James Lancia---Windsor Woods, Sect. I	11/14/78	215-10
Clarence R. Hewes---Hewes Industrial Court, Offsite	10/10/78	185-8
Marlin Jones & C. Axson---Terry Lane and St. Joe Road, Sanitary Sewer	12/12/78	252-12
H. G. Kleeman Enterprises, Inc.---Shannonside, Sect. I	7/11/78	70-20
Leo-Cedarville Regional San. Sew. Dist.---Changing 10/19/77 agreement	5/23/78	5-7
LeVal D'or Dev., Inc.---LeVal D'or, Sect. I	6/13/78	39-5
Maysville Regional San. Sew. Dist.---Changing 10/19/77 agreement	5/23/78	5-6
Nelson R. Minnick---St. Joe Interceptor Sewer	6/27/78	51-13
Kenneth Niemeyer, Real Est. & Dev., Inc.---Branning Hills Addition, Sect. I	6/13/78	35-21
North Eastern Enterprises, Inc.---Rothman Road	5/23/78	2-8
North Eastern Investment, Inc.---Windrift, Sect. I, Sanitary Sewer	9/26/78	150-23
Michael Thomas, Morris Liechty, & A. Tazian---Longwood, Sect. I	11/14/78	203-14
Wheatridge Investors, Inc.---Wheatridge/Newberry, Sect. I, Offsite-On-site	11/14/78	223-29
Woodmont Realty, Inc. ---Woodmont, Sect. 5, Sanitary Sewer	5/23/78	8-3

CONTRACTS (ALLEYS, SIDEWALKS, STREETS)

		To Council
5760-77	Wayne Asphalt & Construction Co., Wells St. Resurfacing----------	10/24/78 ---198-16
	C. O. #1---$5,973.90	
5770-77	Hipskind Asphalt Corp., St. Joe Boulevard----------C. O. #1---$1,611.75	8/8/78 ---100-13
5789-77	Carrington & Assoc., Lincolnshire Addition----------C. O. #1---$ 514.50	7/25/78 --- 78-20
5796-78	Brooks Construction Co., Inc., The Landing----------$150,840.00	8/8/78 --- 99-8
	C. O. #1---$3,920.00	9/8/78 --- 95-9
	C. O. #2---$4,435.00	11/14/78 ---208-15
5799-78	Wayne Asphalt & Construction Co., Ardmore Ave. & Engle Rd.----$24,237.50	7/11/78 --- 69-17
5800-78	Carrington & Assoc., Inc., 1436 S. Anthony Blvd.----------$5,472.10	7/25/78 --- 90-13
5801-78	Hipskind Asphalt Corp., East Impact Area, Phase III----------$76,459.60	8/8/78 --- 99-9
5802-78	Hipskind Asphalt Corp., Nebraska Area, Phase III----------$97,065.50	8/8/78 --- 99-10
	C. O. #1---$5,541.00	10/10/78 ---185-9
	C. O. #2---$1,541.00	10/24/78 ---189-15
5803-78	L. W. Dailey, Inc., 3704,3710 Vance Ave.----------$6,965.40	8/8/78 --- 99-11
5805-78	Dailey Asphalt Products Co., Inc., 1st & 2nd Councilmanic Districts----- $218,372.50	8/8/78 ---114-17
5806-78	Hipskind Asphalt Corp, 3rd & 4th Councilmanic Districts------$262.034.50	8/8/78 ---109-26
5807-78	Dailey Asphalt Products Co., 5th & 6th Councilman Districts--$174,753,50	8/8/78 ---114-18
5811-78	Reith-Riley Construction Co., Safety Village----------$8,479.20	9/24/78 ---155-8
5812-78	Carrington & Assoc., Inc., Oxford Impact Area, Phase III-----$102,429.35	10/24/78 ---194-11
5814-78	Reith-Riley Construction Co., LaRez Community Assoc, Phase I--$84,212,45	10/24/78 ---194-12
5816-78	Dailey Asphalt Products Co., Creighton Ave. & Pontiac St.----$160,943.00	11/14/78 ---202-10
5819-78	Moellering Construction Co., Ewing & Runnion Streets---------$126,322.50	11/14/78 ---229-10
5820-78	Wayne Asphalt & Constr. Co., Resurfacing Broadway----------$221,729.50 (from Berry to Creighton)	12/12/78 ---251-5
5821-78	Rieth-Riley Constr. Co., Improving Broadway----------$219,103.45 (from Creighton to Rudisill)	12/12/78 ---251-6
5822-78	Martin, Inc., Police & CETA Buildings, 324 E. Berry St.--------$6,950.00	12/12/78 ---251-4

CONTRACTS (SEWERS)

295-77	Nobis Construction Co., Glenwood Park Lift Station---C. O. #1---$4,560.00	9/26/78 ---161-13
299-77	T & G Excavating, Inc., Tillman Road Sanitary Interceptor-------$1,696.00	7/25/78 --- 78-19
303-78	Spears-Dehner, Inc., Monarch Park Drain----------$134,548.22	10/10/78 ---252-6

CONTRACTS (STREET LIGHTING)

130-78	N. G. Gilbert Corp., North West Central, Phase II----------$5,806.90	10/24/78 ---203-13
131-78	T & F Constr. Corp., Lakewood Park Addition, Sect. VII---------$28,600.40	11/14/78 ---229-11

CONTRACTS (WATER)

7812	North Eastern Enterprises, Tanbark, Sect. I----------	11/14/78 ---229-8
7813	North Eastern Enterprises, Tanbark, Sect. II----------	11/14/78 ---229-9
7815	Wheatridge Investors, Inc., Wheatridge & Newberry Water Main----------	10/10/78 ---177-22

CONTRACTS (WATERWORKS)

77-2	T-G Excavating Inc., Tillman Road Water Main Adjustments C. O. #1---$232.54	7/25/78 --- 84-19
77-W-2	Hagerman-Shambaugh, Filtration Plant Additions----------$14,728,000.00	9/12/78 ---152-41
77-W-3	Shambaugh & Son, Inc., St. Joseph Dam & Pump Station----------$789,500.00	9/12/78 ---152-42
78-XP-2	Fort Wayne Water Utility, Orchard Ridge Country Club Water Main----------$271,480.00	9/12/78 ---152-43
		1/9/89 ---286-9

MISCELLANEOUS

Dedication of Right of Way----------Woodshire Drive----------		9/12/78 ---150-40
Proposed Water Rates--------From Bernard T. Perry, Utility Consultant----------		9/12/78 ---150-25
Rate Revisions for WPC Utility----From Bernard T. Perry, Utility Consultant------		6/27/78 --- 66-14

DEEDS, DEDICATIONS, EASEMENTS, ENCROACHMENTS, GRANTS

COMMISSIONER'S DEEDS

From Allen County to City: 1439 S. Anthony Blvd., 1812 & 1814 Clay Street---------- 36-27
526, 528 E. Wallace, 541 E. Masterson,
501 E. Masterson, 537 E. Masterson

WARRANTY DEEDS

From Allen County to City: Lot 6, Eliza Hanna Sr's, exc. 325'---------- 52-24
Lots 579, 580, 581, 583 Hanna's Addition---------- 53-24
From City to James & Sandra Macon: Lot #12, J. T. Hanna's Subdivision---------- 263-19
From City to Kim Wallace: 1002 Madison Street---------- 238-18
From Charlotte Curdes to City: McCullough's Subdivision - Wells St. Area---------- 238-19
From Albert & Ruth Hoesting, Jr. to City: Lot 2, P. A. Randall's Addition---------- 155-13
From Muriel L. Knapp to City: Lot #4, P.A. Randall's Addition---------- 222-24
From Harvey W. Wilds to City: Lot 3, P.A. Randall's Addition---------- 156-14

Quit-Claim Deed: Myrtle C. Schuelke to Muriel Knapp, ---------- 222-25
the West 48' of Lot #4 of P.A. Randall's Addition

DEDICATIONS

Bridgedale Terrace Addition, Section "D" - Dedication and Plat---------- 179-6
Woodshire Drive, Canterbury Phase 8 - Dedication of Right-of-Way for public ----- 151-23, 177-21
road purposes, Environmental Properties to the City

ESTABLISHMENT OF EASEMENT

Rockhill Heir's Addition - S 50', Lot #23, Block 26---------- 140-8

GRANTS OF EASEMENTS

City to Franklin Realty - Parts of Washington Blvd & Calhoun St., ---------- 205-28, 238-17
E - W alley between Wayne St. & Washington Blvd.(to One Summit Assoc.)
Arthur E. & Ruth M. Coak to City - Part of Section 32, Township 32 North, ---------- 97-15
Range 12 East, Allen County
Kenneth L. Minnick to City - Part of Sect. 32, Township 32 N, Range 12 E, Allen County--- 97-16
Nelson R. Minnick to City - " " " " " " --- 96-14
John & Marita Neal, Randall Bolenbaugh, Phyllis Dietal to City ---------- 126-2
Part of Section 7, Township 31 N, Range 13 E

RELEASE OF EASEMENTS

From City to Azar's Commissary, Inc. - Part of Sect. 5, Township 30 N, Range 13 E-------- 233-30
From City to Cedarville Reservoir - Easement A and B---------- 62-15
From City to Joseph & Edward Dahm - Part of sewer easement recorded 6/21/65 in ---------- 149-22
Plat Record 28, p. 151
From City to I & M Electric Co. - (also Right-of-Way) ---------- 179-12
Part of South West ¼ of Section 6
From City for Storm & Sanitary Sewer Purposes - Lot 59, McKinnieville Addition---------- 150-24
From City to Owners in Woodhurst Addition - Lot 221, Section 2, Plat Record 29, p. 110--- 80-29

ENCHROACHMENTS

Building Encroachment Easement - City to CMK Enterprises, corner of Williams & Calhoun--- 40-11
Building Encroachment Easement - City to Mabel Tobin, Garfield St, W of Lot 27 in ------- 226-13
Anthony Blvd. Place Addition
Notice of Recognition of Encroachment - Edsall House Apts., Parking lot at ---------- 268-21
Right-of-Way between Main & Berry

MISCELLANEOUS

Allen County Clubs, Inc.---------Parade---------- 15-7
Allen County Council of Vets-----Parade---------- 13-27
American Diabetes Association----Parade---------- 51-12
American Legion, Post #47--------Veteran's Day Parade---------- 223-28
Avalon Place Association---------Parade---------- 77-10
932 E. Berry, 938 E. Berry-------Recission of Notice of Lien---------- 175-9
Bishop Luers H.S. Band-----------Parade---------- 13-29
Mr. & Mrs. Larry Busby-----------Adopt-a-lot at 513 LaSalle St.---------- 4-19
Carrington & Assoc.--------------Repair of Murphy's Sidewalk---------- 234-35
"Cast-in-Place" Manhole----------"Interim Specification" for construction for WPC Dept.-- 212-25
Citizen's Cable of Ft. Wayne-----Acceptance of franchise---------- 106-10
Received contract - nonexclusive franchise---------- 133-22
Creighton Neighborhood Assoc.----Real Estate Lease of OLD FIRE STATION---------- 223-26
Docket #35033--------------------Received from PSCI, Board of Public Works vs Conrail---- 242-15
Diversified Util., Util. Dev., Clearwater Util., Sewage Util., ---------- 51-14
Stipulation of settlement from City Attorney, Wm Salin
*Fort Wayne Water Utility---------Received schedule of Water Rates & Charges---------- 288-3
Engineer's Certificate Re: Arbitrage-----From C. E. McNamee, Porter & Seeley---------- 283-6
Environmental Impact Statement----Rec'd Invoice ($5,594.38) Allen County Treasurer------- 128-7
Escalator clause incorporation----New rate schedule - T & F---------- 168-33
General Superintendent of Utilities and WPC Utility---------- 278-19
Utilities has paid $200,000 on $750,000 loan - $550,000 to be refinanced
Glorifiers Singing Group-----Use of 2106 S. Hanna St. for singing practice---------- 151-37
Indian Village Assoc.------------Parade---------- 71-28
Indiana Cause #35470-----Finding of PSC of #35470, Re Petition of City for ---------- 280-13
permission to issue Revenue Bonds. Rec'd statement #1103 for $48,882.29--------- 280-14
Karl Jensen----------Waive Z-10 parking lot ordinance---------- 234-36
Kreigh's Suburban Addition---Rec'd memo from Board of Health re septic conditions-------- 216-17
Horace J. Lee----------Real estate lease - 1439 South Anthony Blvd.---------- 70-22
Lincoln National Bank------------Parade - 10,000 Meter Run---------- 118-3
Phillip Love, Dr.----------Permission to use 1342 Hayden for gardening---------- 141-1
March of Dimes----------Parade---------- 148-9
Materials Inspection & Testing, Inc.--Inv. for $572.00 for 1978 resurfacing projects----- 167-17
Lee Millet----------Gardening request at 900 E. Washington Blvd.---------- 6-14
**Mizpah Temple----------Parade---------- 42-22
Northcrest Station City Light Lease--Rec'd description of leased property from ---------- 254-7
Street Light Engineering
N. Indiana Baptist Church Youth--------Parade---------- 21-47
Old Fort Industries, Inc.----City discharges Fred & Robert Romy of obligations of -------- 200-29
of obligations of agreement dated 5/29/67
Project Neat, Charles Pratt---Permission to use property at 1823 Monroe St.---------- 47-3
Release of tap in fees------From Frank Hartman, Jr. by Fort Wayne Community Schools------ 234-37
Ringling Brothers Circus---------Parade---------- 146-22
St. Joe Athletic Club-------Real Estate Lease, Part of Lot 2, Wells Reserve---------- 88-11
St. Francis College Mission Club----Parade---------- 202-9
M. Joyce Schlatter---Affidavit Assignment of tap-ins of Paulding Lift Station---------- 37-28
Southern Heights Baptist Church------Parade---------- 90-7
Statement of Qualifications----Notice to Consulting Engineers to be published in --------- 259-5
Fort Wayne Newspapers & Indianapolis Star
----Received from Consulting Engineers---------- 282-5
Statewood Baptist Church----------Parade---------- 118-4
Street Eng. Dept---Improvement of Inwood, Capital, Oliver, Barnhart & Queen Streets------ 53-26
Three Rivers Festival - TV 33--------Parade----------13-27, 50-9
TrueLove Baptist Church----------Parade---------- 88-7
Turn-Bell, Green & Assoc., Inc.------3 R. R. Crossings, Phase IV & V---------- 188-8
Paul J. Warney------City to pay $500.00 for relocation re Ewing-Fairfield-Wells St.------ 263-20
Water Works Revenue Bonds----Received resolution for issuance in amount of ---------- 133-23
$18,000,000 & employment of Bond Counsel
----Use of Revenue Bonds for Water Works construction----- 283-7, 284-7
----Copy of opinion re legality & tax exempt status---------- 288-4
----Official statement dated 12/28/78---------- 288-5
W. P. C Utility----------Received proposed Rate Revisions---------- 66-14
Waynedale American Legion Post 241----------Parade---------- 7-15
West Central Community Center---Proposal accepted in amt. of $650 for land survey-------- 38-38
Larry Wilks----------Lots 71 & 72, Cedarville, for gardening---------- 286-11
Woodmont, Sect. 5, Robert L. Meister---------Defer Assessment---------- 114-16
*Fort Wayne Corvette Club----------Parade---------- 11-14

ACCOUNT WRITE OFFS ---------- 18-25, 55-5, 100-17, 132-15, 171-9, 2-3-12, 242-12, 286-5

**Monarch Park Drain, Phase II ----- Endorsement by Monarch Park Community Assoc. -------- 199-24
and Attorney Ivan Lebamoff

P E T I T I O N S

ALLEYS, CURBS, SIDEWALKS, STREETS, & STREET LIGHTING

AVONDALE ADDITION - Lot 378, East 92' of lot (Street) ---------- 100-14

2812 BOWSER STREET (Sidewalk) ---------- 84-20

CASS STREET from 4th to 3rd St. (Street Lighting) ---------- 197-11

333 DALGREN AVENUE (Sidewalk) ---------- 121-14

----- 155-9

432 E. RUDISILL BLVD. (Sidewalk) ---------- 238-16

EDGEHILL AND WESTBROOK (Sidewalk and curb) ---------- 121-15

HARRISON, LEXINGTON, PASADENA, S. & N. CORNELL, RADIAL (Sidewalk) ---------- 197-9

(Street Lighting) ---------- 197-10

HARRISON, LEXINGTON, PASADENA, S. & N. CORNELL, S. & N. SEMINOLE ---------- 197-13
HOAGLAND, RADIAL, CALHOUN, FOSTER PARKWAY, BRANNING (Curbs)

800 - 1100 KENSINGTON (Curb) ---------- 18-30

1114 KINNAIRD AVENUE (Sidewalk) ---------- 115-26

805 KINSMOOR AVENUE (Sidewalk, curb) ---------- 116-27

819 KINSMOOR AVENUE (Curb) ---------- 137-17

823 KINSMOOR AVENUE (Street) ---------- 100-15

LAWRENCE AVE., Slataper St. to Pitt St. (Sidewalk) ---------- 40-12

2521, 2525 MAPLE PLACE (Sidewalk, curb) ---------- 45-16

MC KEE STREE., from Adams to Wayne Trace (Curb) ---------- 109-25

1030 - 1038 ST. JOE BLVD. (Sidewalk, curb) ---------- 55-7

SCHAPER DRIVE from McMillen Park Dr. to Woodsdale Dr. (Street lighting) ---------- 129-15

2117 SHORT STREET (Sidewalk) ---------- 160-9

3900 SOUTH CLINTON (Curb) ---------- 100-16

E - W ALLEY, S. WAYNE & INDIANA AVE., WILDWOOD & COTTAGE (Alley) ---------- 116-28

ALLEY BEHIND 1328 SUNSET DRIVE & 4633 CRESTWOOD DRIVE ---------- 79-25

1917 THOMPSON AVE. (Sidewalk) ---------- 221-18

500 W. MAIN, Fulton to Fairfield (Sidewalk, curb) ---------- 70-24

WATER & SEWER

4118 ARDMORE AVE. (Sewer) ---------- 204-20

BAUER AVE., from Seddlemeyer to Tillman Rd. (Sewer) ---------- 6-8

1909 CHANTADA LN. & Neighboring area, S. Dellwood Pk. (Sewer) ---------- 221-19

DARLENE DRIVE (Water) ---------- 249-21

EDWARDS & CONNETT AVE., S. of Covington Rd. (Water) ---------- 109-24

TILL RD., State road #3 to E. line of Aldale Acres Addition ---------- 19-31

PLATS

ABOITE LAKE ESTATES, SECTION III ---------- 257-6

ASPEN VILLAGE, SECTION III ---------- 83-9

BRIDGEDALE TERRACE ADDITION, SECTION D ---------- 173-3

BRIDLEWOOD, SECTION III ---------- 44-8

BOHDE GROVE ADDITION, SECTION I ---------- 220-13

CARLISLE PLACE, SECTION C ---------- 148-11

CONCORD HILL, SECTION II ---------- 148-13

COOK ROAD INDUSTRIAL PARK ---------- 83-12

COPPER HILL, SECTION I ---------- 148-10

CROWN COLONY, SECTION K ---------- 148-14

CROWN RIDGE, SECTION 7 - "B" ---------- 84-16

FRANKE PARK VILLAS, SECTION I ---------- 210-8

GEORGETOWN AREA PROFESSIONAL VILLAGE (Amended) ---------- 5-5

HACIENDA PLACE ---------- 83-10

HILLSBORO, SECTION III ---------- 8-2

KERCHIVAL PARK, SECTION III ---------- 179-7

LIMA VALLEY, SECTION I ---------- 148-12

MANOR PLACE ADDITION, SECTION E ---------- 69-12

NEWBERRY, SECTION I ---------- 44-7

OAK GROVE, SECTION III ---------- 83-11

PINE VALLEY COUNTRY CLUB, 12th ADDITION ---------- 220-12

SENECA HILLS, SECTION II (Amended) ---------- 103-11

SHANNONSIDE, SECTION I & II ---------- 44-10, 83-15

STONEY CREEK PROFESSIONAL VILLAGE ---------- 83-14

TANBARK TRAILS, SECTION I, II & III ---------- 114-11, 114-14, 149-15

WESTWOOD VALLEY, SECTION I ---------- 193-8

WHEATRIDGE, SECTION I ---------- 44-9

WINDRIFT, SECTION I ---------- 114-15

WINDSOR WOODS, SECTION I ---------- 114-13

WINDSWEPT, SECTION II ---------- 44-11

PURCHASE ORDERS

CITY UTILITIES

				To Council		
0004	V. R. MYERS PUMP	$ 6,640.00	-----	6/13/78	-----	34-20
0012	ALLEN COUNTY MOTORS	$ 6,561.78	-----	6/13/78	-----	34-17
0013	SHREX OF FORT WAYNE	BLANKET ORDER	-----	6/13/78	-----	34-19
0014	DOUBLEDAY BROTHERS	" "	-----	6/13/78	-----	34-19
0015	BUSINESS EQUIPMENT	" "	-----	6/13/78	-----	34-19
0027	MAXWELL TREE EXPERT	$ 11,780.00	-----	6/13/78	-----	27-8
0030	PANSOPHIC SYSTEMS, INC.	$ 12,500.00	-----	6/13/78	-----	40-7
0051	C. H. ELLIS CORP.	$ 47,950.00	-----	6/13/78	-----	34-18
0055	ALLEN COUNTY MOTORS	$ 4,699.50	-----	6/13/78	-----	40-8
0056	DEHAVEN CHEVROLET, INC.	$ 10,218.00	-----	6/13/78	-----	40-8
0060	WESTINGHOUSE ELECT. CORP.	$ 8,030.00	-----	6/13/78	-----	40-10
0099	MACDONALD MACH. CO.	$ 13,500.00	-----	7/11/78	-----	69-16
0133	AMERICAN CYANAMID CO.	$ .50646/lb	-----	7/25/78	-----	91-14
0139	ARROW FENCE CO., INC.	$ 5,390.59	-----	7/25/78	-----	84-21
0142	GLADIEUX REFINERY	BLANKET ORDER	-----	8/8/78	-----	109-27
0152	INDUSTRIAL FUEL OIL	" "	-----	8/8/78	-----	109-27
0175	NORTHWAY LEASING CO.	$ 9,297.75	-----	8/8/78	-----	104-16
0179	SCHERER & MAXFIELD	$ 2,800.00	-----	8/8/78	-----	110-30
0180	INTERNATIONAL HARVESTER	$ 33,130.00	-----	8/8/78	-----	110-29
0183	HEFNER CHEVROLET CO.	$ 4,627.36	-----	8/8/78	-----	110-28
0184	INTERNATIONAL HARVESTER	$ 21,022.97	-----	8/8/78	-----	110-31
0185	ALLEN COUNTY MOTORS, INC.	$ 17,934.30	-----	8/8/78	-----	110-31
0186	THE TRUCK ENGINEERING CO.	$ 9,202.40	-----	8/8/78	-----	110-31
0189	NATIONAL SERV-ALL	$ 15,053.65	-----		-----	107-14
0213	GENERAL ELECTRIC CO.	$ 5,500.00	-----	7/22/78	-----	128-8
0223	ENVIROTECH CORP. (WEMCO DIV.)	$ 2,390.00	-----	9/12/78	-----	140-10
0228	MACDONALD MACHINERY CO.	$ 5,380.00	-----	9/12/78	-----	140-11
0229	WAYNE PIPE & SUPPLY	$ 2,632.80	-----	9/12/78	-----	141-12
0231	NEWBERRY CONSTRUCTION CO.	$ 6,313.00	-----	9/12/78	-----	141-13
0238	PREFERRED PRODUCTS	$ 3,988.50	-----	10/10/78	-----	150-28
0255	SPEARS-DEHNER, INC.	$254,986.87	-----		-----	150-26
0274	IBM CORP.	Lease	-----	9/26/78	-----	166-12
0275	BERCOT	$407,500.00	-----		-----	166-13
		$129,375.00	-----		-----	193-10
0278	ACE DOERN	$ 3,052.93	-----	10/24/78	-----	203-11
0287	ALLEN COUNTY MOTORS	$ 8,415.40	-----	9/26/78	-----	166-11
0289	GENERAL ELECTRIC CO.	$ 13,000.00	-----	10/10/78	-----	175-10
0290	PREFERRED PRODUCTS	$ 11,740.00	-----	10/10/78	-----	176-13
0295	REITH-RILEY CONSTR. CO.	$ 6,720.00	-----		-----	171-6
0296	GENERAL ELECTRIC CO.	$ 8,050.00	-----	10/10/78	-----	176-12
0299	PREFERRED PRODUCTS	$ 15,955.45	-----	10/10/78	-----	176-15
0300	GENERAL ELECTRIC CO.	$ 6,900.00	-----	10/10/78	-----	180-13
0301	TREATY COMPANY	$ 34,994.05	-----	10/10/78	-----	176-14
0309	GENERAL ELECTRIC SUPPLY CO.	$ 2,959.00	-----	12/12/78	-----	257-8
0310	TREATY CO.	$ 34,694.05	-----	10/10/78	-----	176-14
0322	WESTINGHOUSE ELECTRIC CO.	$ 5,711.00	-----	10/10/78	-----	190-18
0324	PREFERRED PRODUCTS CO.	$ 24,920.00	-----	10/10/78	-----	190-19
0331	BERCOT, INC.	$ 39,995.00	-----		-----	195-22
0332	TAYLOR-MARTIN PAPER'S, INC	$ 3,000.00	-----	10/24/78	-----	195-21
0336	V. R. MYERS PUMP CO.	$ 10,465.00	-----	11/14/78	-----	211-11
0337	CENTRAL SUPPLY CO.	$ 4,185.00	-----	11/14/78	-----	211-12
0338	NATIONAL MILL SUPPLY	$ 4,732.00	-----	10/24/78	-----	198-20
0339	MUELLER CO.	BLANKET ORDER	-----	11/28/78	-----	243-4
0362	FORD METER BOX CO.	$ 4,834.50	-----	11/14/78	-----	208-17
0366	MCVEY-MIDLAND	$ 15,675.00	-----	11/14/78	-----	211-13
0370	JOHN DEHNER, INC.	$ 2,434.06	-----		-----	210-9
0375	ILLINOIS CARBON PRODUCTS	$ 2,383.61	-----	11/14/78	-----	215-13
0376	CLOW CORP.	$ 6,445.00	-----	11/14/78	-----	215-12
0379	DEEDS EQUIPMENT CO., INC.	$ 5,350.00	-----	11/14/78	-----	215-11
0383	CROWN BATTERY	BLANKET ORDER	-----	11/14/78	-----	225-7
0384	MOTIVE POWER, INC.	" "	-----	"	-----	"
0385	TAYLOR & BLACKBURN	" "	-----	"	-----	"
0388	AERO OIL CO.	" "	-----	"	-----	"
0393	UNDERGROUND PIPE & VALVE, INC.	$ 35,335.24	-----	11/14/78	-----	222-21
0401	SMITH PETROLEUM	BLANKET ORDER	-----	11/14/78	-----	233-29
0402	AERO OIL CO.	" "	-----	"	-----	"
0403	PAUL K. HOSTMAN	" "	-----	"	-----	"
0404	GAST FUEL & SERVICE	" "	-----	"	-----	"
0405	LINDER OIL CO., INC.	" "	-----	"	-----	"
0434	GRAYBAR ELECTRIC CO.	68.7% of list	-----	11/14/78	-----	232-25
0435	G. E. ELECTRIC CO.	$ 19,500.00	-----	11/14/78	-----	232-27
0437	PREFERRED PRODUCTS CO.	$ 17,610.00	-----	11/14/78	-----	232-26
0439	G. E. ELECTRIC CO.	$ 6,650.00	-----	11/14/78	-----	232-24
0441	BRUDI STONE & GRAVEL CO.	BLANKET ORDER	-----	11/14/78	-----	232-28
0442	MAY STONE & SON, INC.	" "	-----	"	-----	"
0443	MIDWEST AGGREGATES CORP.	" "	-----	"	-----	"
0444	KLINK TRUCKING INC.	" "	-----	"	-----	"
0447	ALLEN COUNTY TIRE	BLANKET ORDER	-----	11/28/78	-----	237-8
0448	GENERAL TIRE CORP.	" "	-----	"	-----	"
0449	TIRE KING CORP.	" "	-----	"	-----	"

PURCHASE ORDERS (CITY UTILITIES) - CONTINUED

				To Council		
0450 -----	ASSOCIATED TIRES	BLANKET ORDER	-----	11/28/78	-----	237-8
0451 -----	ALTER BROTHERS	" "	-----	"	-----	"
0452 -----	MCMAHON TIRE	" "	-----	"	-----	"
0460 -----	ALL PHASE ELECTRIC CO.	$ 14,500.00	-----	"	-----	243-3
0461 -----	SUMMIT CITY STANDARD	BLANKET ORDER	-----	"	-----	247-9
0462 -----	SMITH PETROLEUM	" "	-----	"	-----	"
0463 -----	LASSUS BROTHERS	" "	-----	"	-----	"
0464 -----	SUPERIOR ENERGY	" "	-----	"	-----	"
0465 -----	INLAND OILS	" "	-----	"	-----	"
0466 -----	MCINTOSH OIL CO.	" "	-----	"	-----	"
0468 -----	MISSISSIPPI LIME CO.	BLANKET ORDER	-----	11/28/78	-----	247-10
0469 -----	MARBLEHEAD LIME	" "	-----	"	-----	"
0470 -----	ULRICH CHEMICAL, INC.	" "	-----	"	-----	"
0471 -----	HUSKY INDUSTRIES, INC.	" "	-----	"	-----	"
0472 -----	CITIES SERVICE CO.	" "	-----	"	-----	"
0473 -----	HERBERT-VERKAMP-CALVERT CHEMICAL	" "	-----	"	-----	"
0474 -----	FISHER-CALO CHEMICAL & SOLVENTS	" "	-----	"	-----	"
0475 -----	ULRICH CHEMICAL, INC.	" "	-----	"	-----	"
0476 -----	" " "	" "	-----	"	-----	"
0478 -----	" " "	" "	-----	"	-----	"
0479 -----	ROCKWELL INTERNATIONAL METER	BLANKET ORDER	-----	11/28/78	-----	247-7
0490 -----	ALLEN COUNTY MOTORS	$ 8,413.40	-----	12/12/78	-----	253-16
0494 -----	INDIANA OFFICE SYSTEMS	$ 4,883.00	-----	12/12/78	-----	253-15
0495 -----	G. E. ELECTRIC CO.	$ 7,900.00	-----	12/12/78	-----	253-14
0500 -----	CUMMINS PRINTING CO.	$ 2,071.00	-----	12/12/78	-----	257-10
0503 -----	HENRY ELECTRIC CO.	$ 3,200.00	-----	12/12/78	-----	257-9
0522 -----	TRANSMISSION & FLUID EQUIPMENT	$ 2,281.30	-----	12/12/78	-----	261-8
0534 -----	L. W. DAILEY INC.	$ 12,862.00	-----		-----	270-11
0546 -----	DOUBLE ENVELOPE CO.	$ 12,247.00	-----	12/26/78	-----	273-9
0715 -----	I. B. M. CORP.	$ 1,035/mo.	-----	12/26/78	-----	281-16
0720 -----	V. R. MYERS PUMP	$ 3,320.00	-----	12/26/78	-----	281-15
0836 -----	R. P. S. PRODUCTS	BLANKET ORDER	-----	11/14/78	-----	225-7
0837 -----	ASSOCIATED TIRES	" "	-----	"	-----	"
5070 -----	JOHN DEHNER, INC.	$ 4,290.70	-----		-----	108-16
9936 -----	BERCOT, INC.	$ 57,300.00	-----		-----	40-9
		$ 42,300.00	-----		-----	115-22
9949 -----	JOHN DEHNER, INC.	$ 46.60/hr.	-----		-----	2-6
9968 -----	I. B. M. CORP.	$ 760.00/mo.	-----	5/23/78	-----	2-7
9974 -----	BERCOT, INC.	$225,000.00	-----		-----	11-15
		$138,279.00	-----		-----	118-5
9977 -----	I. B. M. CORP.	$ 453.00/mo.	-----	6/13/78	-----	16-14
9991 -----	PREFERRED PRODUCTS	$ 23,500.00	-----	5/23/78	-----	18-29
9992 -----	BERCOT, INC.	$107,550.00	-----		-----	25-7
		$ 74,255.00	-----		-----	115-23
		$300/lin.ft.	-----		-----	125-9
		$ 49,200.00	-----		-----	156-18
		$ 40,095.00	-----		-----	193-9
9994 -----	BERCOT, INC.	$ 29,260.00	-----		-----	156-17

CIVIL CITY PURCHASE ORDERS

				To Council		
00160 ----	CARRINGTON & ASSOC.	$ 2,276.75	-----		-----	70-23
00163 ----	CARRINGTON & ASSOC.	$ 210.00	-----		-----	100-20
00171 ----	CARRINGTON & ASSOC.	$ 919.37	-----		-----	167-20
00193 ----	" "	$ 4,395.25	-----		-----	108-17
					-----	149-16
00194 ----	" "	$ 4,684.60	-----		-----	108-18
					-----	167-19
00195 ----	" "	$ 738.75	-----		-----	108-20
02487 ----	BITUMINOUS MATERIALS	BLANKET ORDER	-----	5/23/78	-----	11-16
02488 ----	" "	" "	-----	"	-----	"
02489 ----	" "	" "	-----	"	-----	"
02490 ----	" "	" "	-----	"	-----	"
02855 ----	GLADIEUX REFINERY	BLANKET ORDER	-----	8/8/78	-----	109-27
03056 ----	INTERNATIONAL SALT CO.	$ 18.38/T	-----	9/12/78	-----	151-30
03057 ----	ERNST TRUCK EQUIPMENT	$ 7,566.40	-----	9/12/78	-----	150-29
03058 ----	ALLEN COUNTY MOTORS	$160,281.32	-----	9/12/78	-----	150-27
03059 ----	HITE EQUIPMENT REPAIR INC.	$ 31,995.00	-----	9/12/78	-----	150-27
03150 ----	ALLEN COUNTY MOTORS	$ 5,487.80	-----	10/10/78	-----	171-7
03330 ----	WAYNE ASPHALT	BLANKET ORDER	-----	11/14/78	-----	225-8
03348 ----	CROWN BATTERY	BLANKET ORDER	-----	11/14/78	-----	225-7
03349 ----	MOTIVE POWER INC.	" "	-----	"	-----	"
03350 ----	TAYLOR & BLACKBURN	" "	-----	"	-----	"
03351 ----	R. P. S. PRODUCTS	" "	-----	"	-----	"
03352 ----	ASSOCIATED TIRES	" "	-----	"	-----	"
03353 ----	AERO OIL CO.	" "	-----	"	-----	"
03364 ----	HIPSKIND ASPHALT	" "	-----	"	-----	"
03366 ----	SMITH PETROLEUM	BLANKET ORDER	-----	11/14/78	-----	233-29

(CONTINUED) - P U R C H A S E O R D E R S

(ADDITIONAL)
CITY UTILITIES

0031	-----	SUMMIT CITY WRECKING	$ 8,908.20	28-16
0032	-----	REITH-RILEY CONSTRUCTION CO.	8,910.00	"
0033	-----	SPEARS-DEHNER, INC.	6,000.00	"
0034	-----	SUMMIT CITY WRECKING	9,000,00	"
0035	-----	JOHN DEHNER, INC.	280.95	"
0036	-----	SPEARS-DEHNER, INC.	1,850.00	29-16
0037	-----	SPEARS-DEHNER, INC.	997.50	"
0038	-----	SPEARS-DEHNER, INC.	1,500.00	"
0039	-----	CARRINGTON & ASSOC.	2,650.20	"
0040	-----	L. W. DAILEY, INC.	2,319.00	"
0041	-----	CARRINGTON & ASSOC.	257.80	"
0042	-----	ROBERT J. HOUSER	400.00	"
0043	-----	JOHN DEHNER, INC.	620.70	"
0044	-----	JOHN DEHNER, INC.	2,095.75	"
0045	-----	SPEARS-DEHNER, INC.	2,400.00	"
0046	-----	SPEARS-DEHNER, INC.	9,913.00	"
0047	-----	SPEARS-DEHNER, INC.	27,388.00	"
0048	-----	SPEARS-DEHNER, INC.	25,025.00	30-16
0049	-----	SUMMIT CITY WRECKING	13,688.00	"
0050	-----	REITH-RILEY CONSTRUCTION CO.	3,300.00	"
0081	-----	REITH-RILEY CONSTRUCTION CO.	52,425.00	61-12
0285	-----	REITH-RILEY CONSTRUCTION CO.	6,720.00	171-6
0480	-----	TOMCO EQUIPMENT CO.	4,300.00	250-25
0543	-----	L. W. DAILEY	12,862.00	270-11
9935	-----	T-G EXCAVATING, INC.	7,587.00	107-15

PURCHASE ORDERS

CIVIL CITY - CONTINUED

			To Council	
03367 --- AERO OIL CO.	BLANKET PURCHASE	-----	11/14/78	----- 233-29
03368 --- PAUL K. HOSTMAN	" "	-----	"	----- "
03369 --- GAST FUEL & SERVICE	" "	-----	"	----- "
03370 --- LINDER OIL CO., INC.	" "	-----	"	----- "
03374 --- DEEDS EQUIPMENT CO.	$ 7,923.30	-----	11/14/78	----- 222-20
03420 --- CARRINGTON & ASSOC.	$ 1,198.00	-----		----- 28-12
03425 --- " "	$ 1,021.15	-----		----- 66-7
03426 --- EMIL P. HOLLIDAY	$ 1,294.00	-----		----- 212-33
03536 --- WAYNE ASPHALT	$ 27,251.50	-----		----- 28-13
03552 --- RAIN-MASTER	$ 1,550.00	-----		----- 234-34
03589 --- L. W. DAILEY, INC.	$ 1,200.00	-----		----- 262-15
03852 --- EMIL P. HOLLIDAY	$ 4,830.30	-----		----- 167-21
03853 --- " "	$ 3,917.00	-----		----- 167-23
03879 --- HIPSKIND ASPHALT CORP.	$ 10,412.00	-----		----- 52-19
	$ 20,523.21	-----		----- 100-18
03883 --- L. W. DAILEY, INC.	$ 6,585.00	-----		----- 35-24
03885 --- CARRINGTON & ASSOC.	$ 3,047.66	-----		----- 104-14
04245 --- " "	$ 3,675.30	-----		----- 27-10
04293 --- EMIL P. HOLLIDAY	$ 4,807.00	-----		----- 167-22
05094 --- ROBERT J. HOUSER	$ 1,039.37	-----		----- 221-17
05101 --- EMIL P. HOLLIDAY CONSTR.	$ 581.25	-----		----- 149-17
05109 --- " "	$ 4,754.00	-----		----- 212-22
05131 --- JOHN DEHNER, INC.	$ 2,178.00	-----		----- 167-18
05132 --- " "	$ 4,038.10	-----		----- 167-25
05133 --- " "	$ 3,887.50	-----		----- 167-26
05148 --- L. W. DAILEY, INC.	$ 1,060.00	-----		----- 183-28
05149 --- " "	$ 1,790.00	-----		----- 182-27
05189 --- BROOKS CONSTR. CO.	$ 6,642.50	-----		----- 79-27
05191 --- CARRINGTON & ASSOC.	$ 1,792.27	-----		----- 136-11
05208 --- ROBERT J. HOUSER	$ 2,076.00	-----		----- 189-12
05209 --- " "	$ 5,052.60	-----		----- 189-13
05210 --- MATERIALS INSPECTION & TESTING	$ 2,076.00	-----		----- 189-14
05218 --- CARRINGTON & ASSOC.	$ 3,866.30	-----		----- 194-18
05219 --- " "	$ 4,076.90	-----		----- 194-17
05220 --- ALLEN COUNTY MOTORS	$ 5,451.62	-----	11/14/78	----- 232-23
05226 --- BRUDI STONE & GRAVEL CO.	BLANKET ORDER	-----	11/14/78	----- 232-28
05227 --- MAY STONE & SAND, INC.	" "	-----	"	----- "
05228 --- MIDWEST AGGREGATES CORP.	" "	-----	"	----- "
05229 --- KLINK TRUCKING INC.	" "	-----	"	----- "
05232 --- JOHN DEHNER, INC.	$ 3,504.75	-----		----- 204-21
05233 --- ALLEN COUNTY TIRE	BLANKET ORDER	-----	11/28/78	----- 237-8
05234 --- GENERAL TIRE CORP.	" "	-----	"	----- "
05235 --- TIRE KING CORP.	" "	-----	"	----- "
05236 --- ASSOCIATED TIRES	" "	-----	"	----- "
05237 --- ALTER BROTHERS	" "	-----	"	----- "
05238 --- MCMAHON TIRE	" "	-----	"	----- "
05248 --- SUMMIT CITY STANDARD	BLANKET ORDER	-----	11/28/78	----- 247-9
05249 --- SMITH PETROLEUM	" "	-----	"	----- "
05250 --- LASSUS BROTHERS	" "	-----	"	----- "
05251 --- SUPERIOR ENERGY	" "	-----	"	----- "
05252 --- INLAND OILS	" "	-----	"	----- "
05253 --- MCINTOSH OIL CO.	" "	-----	"	----- "
05258 --- L. W. DAILEY, INC.	$ 4,324.50	-----		----- 262-11
05295 --- POINSATTE LEASING, INC.	$ 9,072.00	-----	11/28/78	----- 247-8

RESOLUTIONS

ALLEY - STREET - SIDEWALKS - CURBS

5700-77 ----- (curbs, sdw) ST. JOE BLVD. - Forest to State ---------- 52-19

5727-76 ----- THIRD DISTRICT - resurfacing ---------- 55-8

5734-76 ----- OXFORD PHASE II ---------- 132-19

5737-76 ----- S. SIDE OF KINNAIRD ---- from Beaver Ave W 150' ---------- 210-7, 243-2, 165-4, 270-5
N. SIDE OF PACKARD

5747-76 ----- OLD FORT PARKING LOT ---------- 52-20

5756-76 ----- EMERGENCY RESOLUTION #66-200-30 ---------- 200-30
5757-78 ----- RESURFACING ST. JOE BLVD. ---------- 248-16
5760-77 ----- WELLS STREET - Resurfacing ---------- 198-16, 198-17, 203-17, 270-10

5761-77 ----- (sdw) SOUTHWOOD PARK ---------- 79-26, 270-9, 276-7

RESOLUTIONS (ALLEY, STREET, SIDEWALKS, CURBS) - CONTINUED

5762-77 ----- BLUFFTON ROAD & OLD TRAIL ROAD ---------- 155-6

5767-77 ----- (str) CLINTON - Barr to Superior St. ---------- 19-34, 19-35, 52-15, 92-22, 128-5, 166-15, 208,16, 212-19, 226-9

5770-77 ----- ST. JOE BOULEVARD ---------- 100-13, 100-18, 219-7, 259-1, 265-5, 270-6

5772-77 ----- (sdw) LINCOLN COURT - GOSHEN ROAD ---------- 219-8, 259-2, 265-6, 270-7

5775-77 ----- (sdw, curb) E. CENTRAL IMPACT AREA, Phase II ---------- 128-6, 200-30

5778-77 ----- STRATTON ROAD ---------- 210-10, 259-3, 265-7

5781-77 ----- W. CENTRAL PHASE II ---------- 198-15

5782-77 ----- STREET DEPT. STORAGE GARAGE ---------- 52-23

5784-77 ----- 2019 WARSAW (sdw) ---------- 215-8, 252-10, 276-6

5786-77 ----- 2207, 2215, 2305 SPRINGFIELD AVE. ---------- 35-24

5788-78 ----- (curb) LAKE & ANTHONY AREA ---------- 28-11, 45-17 81-1, 120-6

5789-77 ----- (sdw) LINCOLNSHIRE ADDITION ---------- 78-20, 104-14, 277-10

5791-77 ----- CHRDES AVE & FIFTH STREET ---------- 166-10, 179-10 195-19, 262-17

5794-78 ----- (str) WEST MAIN STREET ---------- 237-13

5795-78 ----- (sdw) RIVERMET at 1203 Crescent Ave. ---------- 18-28, 25-6, 47-1

5796-77 ----- (sdw) "THE LANDING" ---------- 53-25, 73-6, 76-6, 95-9, 99-8, 176-17, 208-15, 248-15

5797-78 ----- JEFFERSON-MAUMEE-WASHINGTON PROJECT ---------- 6-10, 7-17, 66-9, 92-23, 137-15, 151-13, 177-18, 189-14 204-25, 253-17, 262-12,263-24, 280-10

5799-78 ----- ARDMORE AVE. & ENGLE RD. ---------- 3-10, 27-6, 32-6, 69-17. 176-16, 179-9

5800-78 ----- (sdw, curb) HAYDEN STREET - 1436 S. Anthony ---------- 18-24, 44-6, 50-6. 90-13, 220-10, 259-4, 265-8, 270-8

5801-78 ----- (sdw, curb, catch basins) E. CENTRAL IMPACT AREA ---------- 44-12, 64-3, 68-6 99-9, 194-15, 252-11

5802-78 ----- (sdw, curb) NEBRASKA AREA PHASE III ---------- 45-14, 64-4, 68-7, 99-10, 171-8, 185-9, 189-15, 207-13, 258-12

5803-78 ----- (str) 3704, 3710 VANCE AVE. ---------- 45-15, 65-5 68-8, 99-11

5804-78 ----- (sdw, curb, alley, catch basins) N. W. CENTRAL III ---------- 78-17, 95-6, 98-6, 131-11, 166-16, 203-18, 226-10, 231-22

5805-78 ----- (str) FIRST & SECOND COUNCILMANIC DIST. ---------- 61-13, 76-7, 83-6, 114-17, 156-15

5806-78 ----- (str) THIRD & FOURTH COUNCILMANIC DIST. ---------- 62-14, 76-8, 83-7, 109-26, 195-20, 242-13, 262-16, 278-17

5807-78 ----- (str) FIFTH & SIXTH COUNCILMANIC DIST. ---------- 65-6, 77-9, 83-8, 114-18, 156-16

5808-78 ----- (sdw, curb) W. CENTRAL IMPACT AREA, PHASE III ---------- 78-18, 95-7, 99-7, 131-12, 186-10, 226-11, 266-12

5809-78 ----- (sdw, curb, catch basin, driveways) HANNA-CREIGHTON IMPACT AREA, PHASE II ---------- 91-15, 95-8, 103-11, 112-5,120-7, 155-7, 237-14,258-14,266-11

5810-78 ----- (sdw, curb) 2521, 2525 MAPLE PLACE ---------- 91-16, 113-6, 120-8

5811-78 ----- (sdw) SAFETY VILLAGE - Lafayette, Wallace St. ---------- 91-17, 113-7, 120-9, 155-8,,200-28

ALLEY, STREET, SIDEWALKS, CURBS - CONTINUED

5812-78 ----- (curb, sdw, catch basins) OXFORD IMPACT AREA, PHASE III --- 104-12, 130-5, 135,5, 194-11, 237-12

5813-78 ----- (sdw) BOWSER AVENUE ---------- 106-11, 130-4, 151-33

5814-78 ----- (curb, sdw, inlets) LAREZ COMMUNITY ASSOC., PHASE I -------- 120-10, 143-5, 194-12

5816-78 ----- (str) PONTIAC - CREIGHTON ---------- 146-21, 160-8 165-6, 202-10

5817-78 ----- CALHOUN (Baker - Pontiac), (Rudisill - 50' S. of Pettit) --- 161-12, 178-5, 185-6

5819-78 ----- (str) EWING ST, RUNNION AVE. ---------- 172-13, 188-6, 193-6, 229-10

5820-78 ----- (str) BROADWAY RESURFACING ---------- 196-6, 202-7, 251-1 181-19

5821-78 ----- (str) BROADWAY (Creighton - Rudisill) ---------- 180-18, 197-7, 202-8, 251-3

5822-78 ----- POLICE GARAGE (clearing site) ---------- 190-20, 214-6 220-11, 251-4

5823-78 ----- (str) RESURFACING DECATUR ROAD ---------- 252-8, 265-9, 273-5

SEWERS

107-77 ----- 8322, 8429, 8510, 8622 MANOR DRIVE ---------- 172-12

240-77 ----- YOUNG GREENHOUSE ---------- 236-7, 241-9

245-78 ----- 1222, 1320 COLISEUM BLVD. ---------- 172-11

273 ----- ST. JOE INTERCEPTOR SEWER ---------- 51-13

287-76 ----- MONARCH PARK DRAIN ---------- 207-14

290-77 ----- N. MAUMEE INTERCEPTOR, SECTION I, II, III ----------
SECTION I - 45-18, 85-27, 125-11, 198-18, 242-14, 248-17, 278-18, 286-6
SECTION II - 45-18A, 85-28, 125-12, 156-20, 198-18, 199-27, 242-14, 249-18, 286-7
SECTION III - 63-17

294-77 ----- FREEMAN - COVINGTON AREA ---------- 21-44, 60-6 222-22, 268-19, 268-23

295-77 ----- GLENWOOD PK. LIFT STATION ---------- 132-20, 161-13, 241-7, 241-8

298-77 ----- ST. JOE & ROTHMAN ROAD, PHASE I, II ---------- 60-9, 70-19,85-26 92-24, 140-9, 145-19, 159-6, 165-8, 166-14, 222-21, 171-10, 176-14, 276-8, 276-9, 277-15

299-77 ----- TILLMAN ROAD SANITARY INTERCEPTOR ---------- 78-19, 136-9, 136-10

300-77 ----- WASHINGTON CENTER ROAD LIFT STATION, PHASE I ---------- 114-21

301-78 ----- PAULDING RD. MAIN SLIPLINING PROJECT ---------- 3-11, 27-7, 32-7, 69-18, 199-21

302-78 ----- KRUGE PL., SAVOIE'S SUBDIV., ORCHARD RIDGE GARDEN ---------- 273-6

303-78 ----- MONARCH PARK DRAIN, PHASE II ---------- 203-15, 225-5, 228-5, 252-6, 281-19, 281-20

811-70 ----- GOSHEN - BURMA RD. ---------- 60-7

876-78 ----- MCKINLEY - CONNETT - EDWARDS ---------- 266-17

RESOLUTIONS

SEWER EASEMENTS

158-78 ----- CAMPUS COURT ADDITION ---------- 96-11, 173-1, 175-5

159-78 ----- MCKINLEY - CONNETT - EDWARDS ---------- 267-18

160-78 ----- PINE VALLEY VILLAGE MALL (Dupont Rd.) ---------- 93-29, 126-1, 144-9, 163-1, 171-5

161-78 ----- KRUGE PL., SAVOIE'S SUBDIV., ORCHARD RIDGE GARDEN ---------- 273-7

STREET LIGHTING

123-77 ----- SPRINGWOOD ADDITION ---------- 85-29, 197-9, 243-1, 254-3, 255-12

124-77 ----- INVOICES FROM STREET LIGHTING ENG. DEPT. ---------- 277-16

125-77 ----- CENTRAL BUSINESS DISTRICT LIGHTING ---------- 6-11, 35-22, 85-30, 271-13, 125-13, 156-19, 199-26, 234-38

126-77 ----- E. CENTRAL, PHASE II ---------- 261-9

128-77 ----- ANTHONY WAYNE VILLAGE ADDITION ---------- 236-6, 269-1, 179-6

130-78 ----- N. W. CENTRAL NEIGHBORHOOD, PHASE II ---------- 152-40, 203-13, 248-14

131-78 ----- LAKEWOOD PARK ---------- 86-32, 117-1, 134-1, 139-6, 160-7, 165-7, 229-11, 254-6

132-78 ----- DEVONSHIRE DRIVE ---------- 241-5, 269-2, 285-1

133-78 ----- WEST CENTRAL IMPACT AREA, PHASE III ---------- 190-21, 206-5, 210-6, 219-6

134-78 ----- VICTORIA PARK AREA ---------- 241-6, 269-3, 285-2

135-78 ----- EAST CENTRAL IMPACT AREA, PHASE III & PHASE IV ---------- 280-7

MISCELLANEOUS

65-281-19 ----- EMERGENCY RESOLUTION - POTHOLE PATCHING ---------- 52-16

65-284-9 ----- EMERGENCY FLOOD RESOLUTION ---------- 8-1, 10-6, 25-7,
(Repair of Diester Machine Co.) 78-21A, 115-23, 156-18, 162-20, 193-9, 193-10, 281-18

65-289-7 ----- EMERGENCY FLOOD RESOLUTION - Salley's Alley ---------- 2-9, 11-15, 118-5, 156-17, 249-20
Dike Construction ---------- 144-12
Calvary Temple ---------- 107-15
Old Fort ---------- 33-9, 115-22

65-308-4 ----- EMERGENCY FLOOD RESOLUTION ---------- 2-6, 146-23,
(Pump water from WPC Plant) 150-26, 211-16

66-16-15 ----- EMERGENCY FLOOD RESOLUTION - Flood disaster ---------- 16-15, 16, 17, 18, 19, 16-20, 21, 22, 23, 19-37, 20-38, 39, 41, 16-42, 21-43, 22-1, 2, 3, 23-4, 5, 25-8, 28-16, 30-16, 46-21, 61-12

66-35-23 ----- VACATION OF STREETS & ALLEY ---------- 35-23
(Sherman & Burgess St, alley N. of Burgess St.)

66-35-25 ----- VACATION OF STREET ---------- 35-25
(Portion of Woodlawn Pk, & Scotswolde Dr.)

66-46-23 ----- EMERGENCY RESOLUTION ---------- 46-23, 47-2
(Blow Up of pavement on St. Joe Center Rd.) 60-8, 79-27

66-56-13 ----- $750,000 from WPC UTILITY TO FT. WAYNE WATER Res UTILITY 56-13, 56-14

66-63-16 ----- FRANCHISE TO CITIZEN'S CABLE OF FORT WAYNE (66-88-12) ---------- 63-16, 88-12

66-63-18 ----- BLOW-UP OF PAVEMENT (4415 E. State) ---------- 63-18, 74-11

66-79-23 ----- VACATION OF STREET & ALLEY ---------- 79-23
(Coombs St., alley W. of Coombs St.)

66-79-24 ----- VACATION OF STREET (Joseph Ave.) ---------- 79-24

66-88-12 ----- FRANCHISE TO CITIZENS CABLE OF FORT WAYNE, INC. ---------- 88-12

66-107-12 ----- VACATION OF ALLEY (Eade's addition) ---------- 107-12

RESOLUTIONS

MISCELLANEOUS - CONTINUED

66-107-13 ----- VACATION OF ALLEY (Bet. Anderson & Tennessee St.) -------- 107-13
66-107-14 ----- FLOOD EMERGENCY (Clean up) ---------- 107-14
66-158-30 ----- EMERGENCY RESOLUTION (decel lane) ---------- 158-30, 171-6
on Hessen Cassel Rd.
66-160-10 ----- VACATION OF ALLEY (Sturgis 2nd Addition) ---------- 160-10

66-179-8 ----- VACATION OF STREET (Maiden Ln. - Perfection Biscuit)------ 179-8

66-181-22 ----- EMERGENCY FLOOD RES. (Filtration plant) ---------- 181-22

66-182-24 ----- SANITARY SEWER COLLAPSED (G. E. at Nelson St.) ---------- 182-24, 195-22, 274-10

66-183-31 ----- EMERGENCY FLOOD RES. (Consulting Engineers Serv. Agree.) - 183-31, 191-24

66-200-30 ----- EMERGENCY RES. (Completion of E. Central Phase II) ------- 200-30

66-208-20 ----- EMERGENCY RES. (Repair pavement - 2409 Springfield) ------ 208-20, 257-7

66-220-14 ----- VACATION OF STREET (Marion Ct.) ---------- 220-14

66-221-15 ----- VACATION OF UTIL. EASEMENT (Rousseau's Subdiv.) ---------- 221-15

66-221-16 ----- VACATION OF ALLEY (Nindes Addition) ---------- 221-16

66-239-21 ----- EMERGENCY DIKE REPAIR ---------- 239-21

66-244-7 ----- EMERGENCY RES. (Water main break - Delaware & Randallia) - 270-11

66-250-25 ----- EMERGENCY RES. (Three Rivers Filtration Plant) ---------- 250-25

66-278-20 ----- LOAN FROM WPC UTIL. TO FORT WAYNE WATER UTIL. - $550,000 - 278-20

SEWER TAP PERMITS

S-63-77 ----- LEVAL D'OR DEVELOPMENT ADDITION --- $5,426.21 ---------- 226-15

SC-68-5 ----- 3631 STALF COURT ---------- $811.59 ---------- 230-16

SC-70-3 ----- 4010 ILLINOIS RD. ---------- (Total) $550.80 ---------- 230-14
3720 W. JEFFERSON, 1211 PELHAM DR.

SC-73-2 ----- 1916 - 1917 EILEEN ST. -- $564.82 and $627.58 ---------- 229-13
1916 LOWER HUNTINGTON RD. --------- $1,045.97 ---------- 249-24

74-230 ----- BLACKHAWK JR. HIGH SCHOOL (Off-site) ---------- 234-37

S-102-76 ---- 5116 GOLFVIEW DR. ---------- $1,214.30 ---------- 230-18

S-107-77 ---- 8322, 8622, 8510, 8429 MANOR DR. -- $2,108.97 (Total) ------ 172-12

S-165-76 ---- KRUSE HOMESTEAD ---------- $4,053.09 ---------- 96-10
$1,026.62 ---------- 227-16

S-166-76 ---- 1025,1211, 1315 PELHAM ---------- $3,040.83 (Total) ------ 230-15

S-245-78 ---- 1320,1222 COLISEUM BLVD. ---------- $5,184.57 (Total) ------ 172-11

S-290-69 ---- KUHNKE CONSTR., NATIONAL OIL, ----- $1,563.60 (Total) ------ 230-17
4123 W. JEFFERSON
4129 W. JEFFERSON ---------- $489.67 ---------- 249-23

SC -292-77 -- GETZ ROAD AREA ---------- $3,063.93 ---------- 231-19

SPECIAL SEWER PERMITS

ARBY'S SEWER PROJECT (U.S. 24 W) ---------- 33-14
(acceptance) ---------- 144-10

BRANNING HILLS, SECTION I ---------- 84-18

BROADVIEW TERRACE EXTENDED, SECTION I ---------- 28-14

CANTERBURY GREEN PHASE VIII ---------- 186-12

S. OF CARROLL RD & E. OF B. R. & T. RAILROAD ---------- 207-8

CENTENNIAL INDUSTRIAL PARK, SECTION II (acceptance) ---------- 262-18
Off-site (acceptance) ---------- 263-25

5601 COLDWATER ROAD - Sewer Extension ---------- 281-17

CONCORD HILLS, SECTION I - On-Site (acceptance) ---------- 46-20
SECTION II ---------- 189-16

COOK ROAD, SPRINGWOOD ADDITION ---------- 33-11
(acceptance) ---------- 168-31

CRESCENT AVENUE SANITARY SEWER EXTENSION ---------- 33-12

CROWN COLONY, SECTION K ---------- 161-11

CROWN RIDGE ADDITION, SECTION A (acceptance) ---------- 132-16,163-23

EDSALL HOUSE - BERRY STREET (Off-site acceptance) ---------- 11-18

ELIZABETH SEWER RE-ROUTE (acceptance) ---------- 186-13

FAIRFIELD SANITARY SEWER (acceptance) ---------- 27-9

FAIRINGTON APT.'S OF FORT WAYNE ---------- 33-13

FALLEN TIMBERS, SECTION B (acceptance) ---------- 199-23

FRANKE PARK VILLAS, SECTION I & II ---------- 248-12

GEORGETOWN PROFESSIONAL VILLAGE, PHASE II ---------- 266-15

GERKE'S TRIER ROAD ADDITION (acceptance) ---------- 222-23

GREENVALE ADDITION, SECTION B (acceptance) ---------- 84-22

HEWES INDUSTRIAL COURT - Off-site (acceptance) ---------- 173-2, 185-8,263-22

HIGHLAND PARK ADDITION EXTENDED, Lots 79-86 ---------- 262-10

HILLSBORO, SECTION I & II On-site (acceptance) ---------- 46-19, 212-20, 212-21

DON HOEVEL MEMORIAL SANITARY SEWER ---------- 207-7

THE HOLLOWS, SECTION I ---------- 66-8,177-19

KEYSTONE DISTRIBUTION PARK, EXTENSION #2 (acceptance) ---------- 37-30

KINNEY SHOES SANITARY SEWER - Offsite (acceptance) ---------- 180-15, 263-21,268-20

THE KNOLLS, SECTION I & II (acceptance) ---------- 287-15

J.C. KORH MEMORIAL YOUTH CENTER SANITARY SEWER ---------- 155-10

LAKE FOREST, EXTENDED, SECTION VI (acceptance) ---------- 74-9,93-26

LAWRENCE DRAIN RELOCATION ---------- 252-13

LEVAL D'OR, SECTION I, SANITARY SEWER (acceptance)---------- 84-17, 199-22

LIMA ROAD-NELSON R. MINNICK SANITARY SEWER ---------- 96-13

LONGWOOD, SECTION I ---------- 203-16

LOWER HUNTINGTON ROAD, SANITARY SEWER EXTENDED (acceptance) ---------- 111-33, 180-17

MARINER'S RIDGE, SECTION III ---------- 248-11

MCALLISTER MACHINERY CO. SANITARY SEWER ---------- 254-4

MCDONALD'S SANITARY SEWER ---------- 248-11

MEEK'S COMMERCIAL ADDITION, SANITARY SEWER ---------- 198-19

MOELLER RD. - ADAMS CENTER RD. SANITARY SEWER ---------- 266-16

OAK GROVE ESTATES, SECTION II & III ---------- 74-7,132-18
Offsite, On-site ---------- 129-10, 129-11

ORCHARD WOODS, SECTION A,SANITARY SEWER (acceptance) ---------- 204-24

PAPERMILL BLUFFS, SECTION I, On-site (acceptance) ---------- 3-12, 3-13

PARNELL OFFICE PARK - General Telephone Credit Union - Off-site --------- 55-6

PINE VALLEY VILLAGE MALL SANITARY SEWER ---------- 237-9

SPECIAL SEWER PERMITS

(CONTINUED)

POINT WEST APTS., PHASE I SANITARY SEWER (Acceptance) ---------- 248-13

REED ROAD - STATE BOULEVARD ---------- 132-17

RYDER TRUCK TERMINAL SANITARY SEWER - Goshen Rd. (Acceptance) ---------- 237-11, 287-13

SENECA HILLS STORM & SANITARY SEWER ---------- 180-14

SHANNONSIDE, SECTION I (Acceptance) ---------- 128-9, 287-14

SHOAFF PARK RIVER, SECTION B SANITARY SEWER ---------- 25-8

STONEY CREEK PROFESSIONAL VILLAGE ---------- 108-19, 286-10

TAMERA PLACE ADDITION ---------- 96-12

TANBARK, SECTION I ---------- 120-11

TERRY LANE - ROUSSEAU SANITARY SEWER - Off-site (Acceptance) ---------- 194-14, 286-12

WINDRIFT, SECTION I ---------- 114-19

WOODMONT, SECTION III & IV (Acceptance) ---------- 168-29, 168-30

WOOD YOUTH CENTER SANITARY SEWER ---------- 237-10

YOUNG'S GREEN HOUSE, NORTH CLINTON STORM SEWER ---------- 74-8

SPECIAL STREET PERMITS

ASPEN COURT - SENECA HILLS, SECTION II ---------- 212-17

BARBARAJEAN COURT - TAMERA PLACE ---------- 250-26

BRADBURY AVENUE - BRIDGEDALE TERRACE ADDITION, SECTION D ---------- 242-10

CONNIJEAN COURT - TAMERA PLACE ---------- 250-28

DAWAN DRIVE - TAMERA PLACE ---------- 250-27

INLAND TRAIL - PAPERMILL BLUFFS, SECTION II ---------- 12-20

LARCHWOOD RUN - PAPERMILL BLUFFS, SECTION II ---------- 12-20

LOUISEDALE DRIVE - SENECA HILLS, SECTION II ---------- 212-18

POTOMAC COURT - PAPERMILL BLUFFS, SECTION II ---------- 12-20

SANDRA LEE AVE. - BROADVIEW TERRACE EXTENDED, SECTION I ---------- 91-19

SHAMROCK ROAD - BROADVIEW TERRACE EXTENDED, SECTION I ---------- 91-18

WOODSHIRE DRIVE - CANTERBURY GREEN, PHASE VIII ---------- 179-11
RIVERVIEW CARE CENTER ---------- 242-11

WATER CONTRACTS

7706 ----- NORTH WASHINGTON ROAD (Acceptance) ---------- 37-11

7709 ----- VILLAS OF THE MARKETPLACE (Acceptance) ---------- 56-10

7710 ----- TRIER RIDGE PARK, PHASE II, SECTION I & II (Acceptance) ---------- 146-24

7712 ----- PAPERMILL BLUFFS, SECTION I (Acceptance) ---------- 180-16

7713 ----- NEWFIELD WATER MAIN (Acceptance) ---------- 37-32

7714 ----- SHORDAN ESTATES III (Acceptance) ---------- 37-34

7717 ----- ORCHARD WOODS, SECTION A (Acceptance) ---------- 177-20

7718 ----- EAST STATE - MAYSVILLE, SECTION I (Acceptance) ---------- 151-36

7719 ----- CENTENNIAL INDUSTRIAL PARK, SECTION II (Acceptance) ---------- 55-9

7720 ----- CONCORD HILLS, SECTION I (Acceptance) ---------- 132-13

WATER CONTRACTS

(CONTINUED)

7721 ----- HILLSBORO, SECTION I (Acceptance) ---------- 132-14

7722 ----- EVARD ROAD - ROTHMAN ROAD - MAPLECREST ROAD (Acceptance) ----- 144-11

7802 ----- THE HOLLOWS, SECTION I (Acceptance) ---------- 18-27, 121-16

7803 ----- HILLSBORO ADDITION, SECTION II (Acceptance) ---------- 15-12, 121-17, 249-22

7804 ----- HILLSBORO ADDITION, SECTION III (Acceptance) ---------- 15-13, 121-18, 249-22

7805 ----- CROWN RIDGE ADDITION, SECTION A ---------- 80-30

7806 ----- COLISEUM AT EXECUTIVE BLVD. ---------- 70-21,194-13

7808 ----- BROADVIEW TERRACE EXTENDED, SECTION I ---------- 80-31, 155-12, 168-32

7809 ----- TAMERA PLACE ---------- 204-22

7810 ----- SENECA HILLS, SECTION II ---------- 199-25

7811 ----- SHANNONSIDE, SECTION I & II ---------- 286-8

7812 ----- TANBARK, SECTION I ---------- 229-8

7813 ----- TANBARK, SECTION II ---------- 229-9

7814 ----- BRANNING HILLS, SECTION I ---------- 155-11

7815 ----- WHEATRIDEGE & NEWBERRY ---------- 177-22

7816 ----- CROWN COLONY, SECTION K ---------- 273-8

7818 ----- WHEATRIDGE, SECTION I ---------- 216-15

7819 ----- NEWBERRY, SECTION I ---------- 216-14

7820 ----- CROWN RIDGE SECTION B ---------- 204-23

7821-A --- CONCORD HILLS, SECTION II ---------- 252-7

7822 ----- TILLMAN PARK DEV., PHASE II ---------- 231-21

WATER IMPROVEMENT PROJECT

76-XP-5 ------- DUNKLEBERG ROAD CONNECTING FEEDER MAIN

BERCOT, INC.

(Acceptance letter written ---------- 74-10)

77-XP-1 ------- GETZ ROAD WATER MAIN

NOBIS CONSTRUCTION, INC.

Bond in the amount of $14,000.00 ---------- 37-31

C.O. #2 ------- $ 619.20 ----------
Inv. #2 ------- 5,942.55 FINAL ---------- 78-21
(Acceptance letter written on 5/31/78 ------ 37-31) ---------- 104-15

77-XP-2 ------- MAYSVILLE ROAD WATER MAIN PROJECT, SECTION II

T-G EXCAVATING, INC.

Inv. #5 ------- $3,864.83 ----------
C.O. #1 ------- 149.59 less ---------- 19-32
Inv. #6 ------- 8,285.41 FINAL ---------- 121-13
(Acceptance letter written 9/6/79 ------- 15-35) ---------- 149-18

WATER IMPROVEMENT PROJECT

(CONTINUED)

78-XP-1 ------- ARDMORE AVE. - ENGLE ROAD WATER MAIN

BERCOT, INC. (CITY PAID) ---------- $9,598.00

Received final plans and bids ---------- 181-20, 197-8
Award contract ---------- 202-6
To Council -- 11/14/78 -- 229-7

78-XP-2 ------- ORCHARD RIDGE COUNTRY CLUB WATER MAINS ---------- 286-9

77-W-1 (70-10-210) ------- WASH WATER RETENTION BASIN

MCNAMEE, PORTER & SEELEY, CONSULTING ENGINEERS

Contract dated 12/7/70 - Amendment #1 dated 3/30/77

Inv. #1 ------- $511,280.38 ---------- 168-27
Inv. #2 ------- 17,604.92 ---------- 168-28
Inv. #3 ------- 1,680.50 ---------- 211-14
Inv. #4 ------- 381.41 ---------- 280-12

HAGERMAN CONSTRUCTION CORP.

Inv. #4 ------- $ 86,239.90 ---------- 19-33
Inv. #5 ------- 68,831.10 ---------- 70-25
Inv. #6 ------- 48,830.40 ---------- 100-19
C.O. #3 ------- 7,204.00 ---------- 141-14
C.O. #4 ------- 23,327.50 ---------- 181-22
Inv. #7 ------- 85,397.60 ---------- 186-14
Inv. #8 ------- 23,327.50 ---------- 253-18

77-W-2 ------- THREE RIVERS FILTRATION

HAGERMAN - SHAMBAUGH (JOINT BIDDERS)

Received plans and bids ---------- 69-13, 101-24
113-8, 124-6
Award contract ---------- 131-7
To Council -- 9/12/78 --- 152-41

77-W-3 ------- ST. JOSEPH DAM & PUMP STATION ADDITIONS

SHAMBAUGH & SON, INC. ---------- $789,500.00

Received plans and bids ---------- 69-14, 101-24
113-9, 124-7
Award contract ---------- 131-8
To Council -- 9/12/78 --- 152-42

77-W-4 ------- ST. JOSEPH DAM PUMP STATION

WORTHINGTON PUMP CO. ---------- $271,480.00

Received plans and bids ---------- 69-14, 101-24,
113-9, 124-8
Award contract ---------- 131-9
To Council -- 9/12/78 --- 152-43

72-2 ------- TILLMAN - HESSEN CASSEL WATER MAIN

T-G EXCAVATING, INC. ---------- $79,932.00

Inv. #2 ------- $30,414.37 ---------- 12-22
C.O. #1 ------- 232.54 ---------- 84-19
Inv. ------- 14,113.84 ---------- 136-12
(Acceptance letter written on 8/21/78 ------- 136-8)

WATER QUALITY CONTROL PROJECTS

WATER POLLUTION CONTROL PLANT EXPANSION DIVISION I
71-01-310-001 (C-180538-01) Dated 4/27/71

HENRY B. STEEG & ASSOC. - DIV. OF HOWARD, NEEDLES, TAMMEN & BERGENDOFF, CONSULTING ENGINEERS

HAGERMAN-SHAMBAUGH (Joint-Bidders)

Inv. #38	$ 62,349.45	25-9
Inv. #39	83,878.35	60-10
C.O. #22	Extension of time	93-30
C.O. #21	$ 83,471.27	99-12
Inv. #40	122,680.47	101-22
Inv. #41	24,180.35	136-6
Inv. #42	68,615.31	216-18
Inv. #43	28,928.39	216-19
Inv. #44	5,844.54	254-19

H. N. T. & B. - STEEG DIV., ENGINEERING SERVICES

Inv. #38 (78)	$ 877.81	37-29
Inv. #39 (79)	1,180.92	61-11
Inv. #40 (80)	1,727.21	101-23
Inv. #41 (81)	340.44	136-7
Inv. #82	966.03	280-11
Inv. #83	401.28	280-11
Inv. #84	82.29	280-11

Received Acceptance Agreements as recommended by H. N. T. & B. - Steeg Div. and accepted by Hagerman-Shambaugh (Joint Venture) — 101-21, 115-25

WATER POLLUTION CONTROL PLANT EXPANSION, ADDITIONAL SERVICES
71-01-310-001 Dated 3/22/78

H. N. T. & B. - STEEG DIV., ENG. SERVICES

Inv. #1	$ 3,282.47	242-16
Inv. #2	21,700.00	249-19

TERMINAL PONDS DIVISION II
71-02-310-001 (C-180538-01) Dated 5/24/78

H. N. T. & B. - STEEG DIV., ENG. SERVICES

Inv. #29 (77)	$3,593.25	28-15

SLUDGE LAGOONS DIVISION III
71-01-310-001 (C-180538-01)

JOHN DEHNER, INC. - SPEARS-DEHNER, INC. (JOINT VENTURE)-$5,305,637.00 --- 57-22

STORM WATER DEMONSTRATION PROJECT
71-03-310-002

H. N. T. & B. - STEEG DIV.

Inv. #19 (44)	$ 4,855.79	188-9
Inv. #20 (45)	17,638.36	188-10
Inv. #21 (46)	3,585.85	189-11

OPERATION & MAINTENANCE MANUAL - OPERATOR TRAINING
75-04-310-001 (C-180538)

H. N. T. & B. - STEEG DIV.

Inv. #7 (09)	$ 400.12	
Inv. #8 (07)	1,530.00	46-22
Inv. #9 (08)	2,700.00	88-9, 88-10

WATER QUALITY CONTROL PROJECTS

(CONTINUED)

ADVANCED WASTEWATER TREATMENT PERMIT MODIFICATION
76-07-310-001

H. N. T. & B. - STEEG DIV., ENG. SERVICES

Inv. #3(05) ------ $1,682.77 ---------- 133-21
Inv. #11(03) ----- 870.33 ---------- 182-25
Inv. #12(04) ----- 3,417.03 ---------- 211-15

ADVANCED WASTEWATER TREATMENT DESIGN
78-08-310-001

H. N. T. &. B. - STEEG DIV., ENG. SERVICES

Inv. #1 ------- $ 9,348.78 ---------- 86-31
Inv. #2 ------- 40,105.12 ---------- 108-21
Inv. #3 ------- 35,387.69 ---------- 182-26
Inv. #4 ------- 18,398.71 ---------- 258-13

NORTH MAUMEE INTERCEPTOR, SECTION I
C-180839-01

JOHN DEHNER, INC.

Inv. #8 ------- $50, 152.43 ---------- 45-18

NORTH MAUMEE INTERCEPTOR, SECTION II

JOHN DEHNER, INC.

Inv. #5 ------- $31,933.17 ---------- 45-18A

NORTH MAUMEE INTERCEPTOR, SECTION III

BERCOT, INC.

Inv. #3 ------- $25,194.00 ---------- 63-17

SPECIAL PROJECTS

HUMANE SHELTER (EDA 06-51-26280)

MARTINDALE, TOURNEY, GIBSON, INC., ARCHITECTS

WEIGAND CONSTRUCTION CO., GENERAL CONSTRUCTION

			To Council
Inv. #1	$14,346,00	4-18	
C.O. #2	12,648.00	24-16	6/13/78
Inv. #2	48,780.00	92-21	
Inv. #3	17,773.20	137-16	
C.O. #3	6,222.00	156-21	9/26/78
Inv. #4	39,744.00	157-28	
Inv. #5	46,795.00	207-9	
Inv. #6	29,888.90	261-7	
Inv. #7	23,600.00	277-11	

SHAMBAUGH & SON, INC., MECHANICAL WORK

Inv. #1	$10,260.00	33-10	
C.O. #1	5,389.00	157-22	9/26/78
Inv. #2	15,057.00	157-27	
Inv. #3	15,692.40	207-11	
Inv. #5	15,851.70	277-13	
Inv. #4	26,123.40	280-9	

SPECIAL PROJ.

SPECIAL PROJECTS

(CONTINUED)

HAVEL BROTHERS, INC., ELECTRICAL CONSTRUCTION

C.O. #1 -------	$ 390.00	157-23
Inv. #1 -------	10,296.00	157-26
Inv. #4 -------	3,040.00	270-4
Inv. #3 -------	2,902.00	277-12

MARTINDALE, TOURNEY, GIBSON, INC., ARCHITECTS

Inv. #3 -------	$2,459.47	167-24
Inv. #4 -------	1,060.46	207-12
Inv. #6 -------	668.82	277-14

FREEMAN - COVINGTON AREA SANITARY SEWER (EDA 06-51-26281)

BERCOT, INC.

Inv. #3 -------	$46,087.17	21-44
Inv. #4 -------	93,492.85	60-6
Inv. #5 -------	44,089.80	222-22
Inv. #6 -------	13,987.00	268-19
Received inspection report and Completion Affidavit with Guaranty Bond, $387,348.00 - Bercot, Inc.		268-23

CENTRAL BUSINESS DISTRICT STREET LIGHTING & TRAFFIC SIGNALS (EDA 06-51-26289)

T & F CONSTRUCTION CORP.

Inv. #11 -------	$43,683.05	271-13

OLD CITY HALL (EDA 06-51-26917)

COLE - MATOTT, ARCHITECTS & PLANNERS

W. A. SHEETS & SONS, INC., GENERAL CONSTRUCTION

			To Council
C.O. #1 -------	$ 4,831.00 less	3-14	5/18/78
C.O. #2 -------	15,102.00	3-14	5/18/78
C.O. #3 -------	18,950.00	3-14	5/18/78
C.O. #4 -------	19,940.00	104-13	8/8/78
C.O. #5 -------	Extension of completion date to 11/6/78	157-24	
Inv. #5 -------	22,617.00	4-17	
Inv. #6 -------	41,171.40	39-6	
Inv. #7 -------	40,326.30	85-25	
Inv. #8 -------	40,185.00	115-24	
Inv. #9 -------	56,404.80	149-21	
Inv. #10 ------	39,171.60	188-7	
Inv. #11 ------	32,651.10	238-15	

A. HATTERSLEY & SONS, INC., MECHANICAL CONSTRUCTION

Inv. #5 -------	$31,365.00	4-16
Inv. #7 -------	14,319.00	84-24
Inv. #8 -------	17,532.00	109-23
Inv. #9 -------	15,435.00	149-19
C.O. #2 -------	Extension of completion date to 11/6/78	157-25
Inv. #10 ------	9,234.00	194-16
Inv. #11 ------	12,366.00	226-12
Inv. #12 ------	2,254.50	266-13

S P E C I A L P R O J E C T S

(CONTINUED)

OLD CITY HALL (EDA 06-51-26917)

COLE - MATOTT, ARCHITECTS & PLANNERS

SHAMBAUGH & SON, INC., ELECTRICAL CONSTRUCTION

			To Council
Inv. #1	$14,292.00	6-9	
C.O. #1	10,226.00	18-26	6/13/78
Inv. #5	17,730.00	44-13	
Inv. #6	5,238.00	84-3	
Inv. #7	3,249.00	109-22	
Inv. #8	8,847.00	149-20	
C.O. #2	Extension of time to 11/6/78	165-9	
Inv. #9	2,799.00	186-15	
Inv. #10	5,058.00	231-20	
Inv. #11	2,205.00	266-14	

SENIOR CITIZEN CENTER

GRINSFELDER - MCARDLE ASSOC., INC., ARCHITECTURAL SERVICES

Inv. #17 ------ $148.71 ---------- 52-22

SIEBOLD - PRICE TREE & LANDSCAPE CO., INC., LANDSCAPING SERVICES

Inv. #6 ------- $1,607.00 FINAL ---------- 92-25

66-288-5 H.I
12/28/78

OFFICIAL STATEMENT DATED DECEMBER 28, 1978

NEW ISSUE

$10000,000

City of Fort Wayne, Indiana

Waterworks Revenue Bonds of 1978

Dated: December 1, 1978 **Due: January 1, as shown below**

Principal and semi-annual interest (January 1 and July 1, first interest payment July 1, 1979) payable at The Indiana Bank and Trust Company of Fort Wayne, Fort Wayne, Indiana, or The American National Bank and Trust Company of Chicago, Chicago, Illinois, or the Manufacturers Hanover Trust Company, Borough of Manhattan, City and State of New York (Paying Agents). The Bonds are issued as coupon bonds in the denomination of $5,000 registrable as to principal only. The Bonds bear interest at a rate or rates as set forth below. The Bonds are subject to redemption prior to maturity, as a whole or in part, on or after July 1, 1989 pursuant to certain redemption premiums as more fully described herein.

The Waterworks Revenue Bonds of 1978 are issued as provided in Ordinances G-26-78 and G-30-78 adopted by the Common Council of the City of Fort Wayne on September 26, 1978 and November 14, 1978, respectively, and are payable solely from the revenues derived from the City-owned waterworks, and are scheduled to mature as follows:

Rates on 6 Serial added after Bid 12/19 Wyming 12/28/78

Year	Amount	Interest Rate
1980	310,000	6¾%
1981	330,000	6¾
1982	345,000	6¾
1983	370,000	6¾
1984	390,000	6¾
1985	425,000	6¾
1986	455,000	6¾
1987	490,000	6½
1988	525,000	6½%
1989	560,000	6½
1990	595,000	6½
1991	635,000	6½
1992	675,000	6½
1993	720,000	6
1994	770,000	6
1995	820,000	6
1996	865,000	6 %
1997	915,000	6
1998	970,000	6
1999	965,000	6
2000	1,025,000	6½
2001	1,555,000	6½
2002	1,650,000	6½
2003	1,640,000	6½

TAX EXEMPTION

In the opinion of Bond Counsel the interest on the Revenue Bonds is now exempt from federal income taxes and from present Indiana taxes except Indiana inheritance taxes.

LEGAL OPINIONS

Legal matters incident to the authorization and issuance of the Revenue Bonds are subject to the approving opinion of Bond Counsel, and copies of such opinion have been furnished to the purchaser of the Revenue Bonds at the time of delivery.

The City of Fort Wayne has authorized the distribution of this Official Statement to prospective purchasers and other interested parties.

OFFICIAL STATEMENT DATED DECEMBER 8, 1978

NEW ISSUE **BOND SALE - DECEMBER 19, 1978**

$18,000,000

City of Fort Wayne, Indiana

Waterworks Revenue Bonds of 1978

Dated: December 1, 1978 **Due: January 1, as shown below**

Principal and semi-annual interest (January 1 and July 1, first interest payment July 1, 1979) payable at The Indiana Bank and Trust Company of Fort Wayne, Fort Wayne, Indiana, or The American National Bank and Trust Company of Chicago, Chicago, Illinois, or the Manufacturers Hanover Trust Company, Borough of Manhattan, City and State of New York (Paving Agents). The Bonds will be issued as coupon bonds in the denomination of $5,000, registrable as to principal only. The Bonds will bear interest at a rate or rates not exceeding 7% per annum, at a net effective interest rate not exceeding 6¾% per annum, said rate or rates to be determined by bidding as more fully described in the Official Bond Sale Notice contained herein. The Bonds are subject to redemption prior to maturity, as a whole or in part, on or after July 1, 1989 pursuant to certain redemption premiums as more fully described herein.

The Waterworks Revenue Bonds of 1978 will be issued as provided in Ordinances G-26-78 and G-30-78 adopted by the Common Council of the City of Fort Wayne on September 26, 1978 and November 14, 1978, respectively, and are payable solely from the revenues derived from the City-owned waterworks, and are scheduled to mature as follows:

Year	Amount	Year	Amount	Year	Amount
1980	310,000	1988	525,000	1996	865,000
1981	330,000	1989	560,000	1997	915,000
1982	345,000	1990	595,000	1998	970,000
1983	370,000	1991	635,000	1999	965,000
1984	390,000	1992	675,000	2000	1,025,000
1985	425,000	1993	720,000	2001	1,555,000
1986	455,000	1994	770,000	2002	1,650,000
1987	490,000	1995	820,000	2003	1,640,000

TAX EXEMPTION

In the opinion of Bond Counsel the interest on the Revenue Bonds is now exempt from federal income taxes and from present Indiana taxes except Indiana inheritance taxes.

LEGAL OPINIONS

Legal matters incident to the authorization and issuance of the Revenue Bonds are subject to the approving opinion of Bond Counsel, and copies of such opinion will be furnished to the purchaser of the Revenue Bonds at the time of delivery.

The City of Fort Wayne has authorized the distribution of this Official Statement to prospective purchasers and other interested parties.

The information contained in this Official Statement has been obtained from the City of Fort Wayne and other sources which are deemed reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information. This Official Statement is submitted in connection with the sale of securities as referred to herein, and may not be reproduced or be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information herein is correct as of any time subsequent to its date.

No dealer, salesman or any other person has been authorized by the City of Fort Wayne to give any information or to make any representation other than as contained in the Official Statement in connection with the offering described herein and if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing.

This Official Statement does not constitute an offer of any securities other than those described on the cover page or an offer to sell or a solicitation of an offer to buy in any jurisdiction in which such offer, solicitation or sale would be unlawful.

City of Fort Wayne, Indiana

MAYOR
Robert E. Armstrong

BOARD OF PUBLIC WORKS
Henry P. Wehrenberg
Chairman

Max A. Scott

Ethel H. LaMar

CITY CLERK
Charles W. Westerman

CITY CONTROLLER
William G. Schnizer

COMMON COUNCIL
Samuel J. Talarico
President

Paul M. Burns
Vivian G. Schmidt
John Nuckols
Donald J. Schmidt

William T. Hinga
Frederick R. Hunter
Winfield C. Moses, Jr.
James S. Stier

CITY ATTORNEY
William N. Salin
2120 Fort Wayne Bank Building
Fort Wayne, Indiana

BOND COUNSEL
Ice, Miller, Donadio and Ryan
Indianapolis, Indiana

CONSULTING ENGINEERS
McNamee, Porter and Seeley
2223 Packard Road
Ann Arbor, Michigan

ACCOUNTANT
Bernard T. Perry
Certified Public Accountant
Indianapolis, Indiana

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Official Notice of Bond Sale
City of Fort Wayne, Indiana

Sealed proposals will be opened and considered by the City Controller of the City of Fort Wayne, Indiana, at his office in the City-County Building in said City, at the hour of 1:00 P.M. (Eastern Standard Time), on December 19, 1978, for the purchase of the following described revenue bonds of said City:

Waterworks Revenue Bonds of 1978, in the amount of $18,000,000; Dated as of December 1, 1978; Interest at a coupon rate or rates not exceeding 7% per annum (to be determined by bidding), payable on July 1, 1979, and semi-annually thereafter; Denomination $5,000; Registrable as to principal; Principal and interest payable at the Indiana Bank and Trust Company of Fort Wayne, in the City of Fort Wayne, Indiana, or, at the option of the holder, at the American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois, or the Manufacturers Hanover Trust Company, in the City of New York, New York; Maturing on January 1 in the years and amounts as follows:

Year	Amount	Year	Amount	Year	Amount
1980	$310,000	1988	$525,000	1996	$ 865,000
1981	330,000	1989	560,000	1997	915,000
1982	345,000	1990	595,000	1998	970,000
1983	370,000	1991	635,000	1999	965,000
1984	390,000	1992	675,000	2000	1,025,000
1985	425,000	1993	720,000	2001	1,555,000
1986	455,000	1994	770,000	2002	1,650,000
1987	490,000	1995	820,000	2003	1,640,000

Bonds maturing on January 1, 1990, and thereafter, are redeemable at the option of the City on July 1, 1989, or any interest payment date thereafter, on 30 days' notice, in whole or in part, in inverse chronological order of maturity and by lot within a maturity, at face value, together with the following premiums:

3% if redeemed on July 1, 1989, or thereafter on or before January 1, 1991;

2% if redeemed on July 1, 1991, or thereafter on or before January 1, 1996;

1% if redeemed on July 1, 1996, or thereafter prior to maturity;

plus in each case accrued interest to the date fixed for redemption.

Each bid must be for all of said bonds and must state the coupon rate or rates of interest, not exceeding 7% per annum, in multiples of 1/8 or 1/10 of 1%. Not more than four different interest rates shall be named in any bid, and bids specifying two or more interest rates shall also specify the amount and maturities of the bonds bearing each rate, but all bonds maturing on the same date shall bear the same single coupon rate. A rate may be repeated without constituting a different interest rate. The interest due on any bond on any interest payment date shall be represented by a single interest coupon. The difference between the highest rate and the lowest rate specified in a bid shall not exceed 2%. The net effective average interest rate shall not exceed 6¾% on the entire issue. The award will be made to the highest qualified bidder complying with the terms of sale and offering the lowest net interest cost to the City, to be determined by computing the total interest on all of the bonds to their maturities and deducting therefrom the premium bid, if any. Any premium bid must be paid as a part of the cash purchase price. Although not a term of sale, it is requested that each bid show the net dollar interest cost from the date of the bonds to final maturity and the net effective average interest rate. No conditional

bid or bid for less than the par value of said bonds, including accrued interest from the date thereof to the date of delivery, will be considered. Each bid shall be enclosed in a sealed envelope addressed to the undersigned City Controller, and marked on the outside "Bid for Waterworks Revenue Bonds of 1978," and must be accompanied by a certified or cashier's check in the amount of $100,000, payable to the City of Fort Wayne, Indiana, as a good faith deposit to secure the City against any loss resulting from the failure of the bidder to comply with the terms of his bid. Checks of unsuccessful bidders will be returned immediately following the award of the bonds. The successful bidder shall make payment for the bonds, in Federal Reserve Funds or other immediately available funds, and accept delivery thereof within five days after being notified that the bonds are ready for delivery, at such bank in the City of Indianapolis, Indiana, or City of Chicago, Illinois, as he shall designate. It is anticipated that the bonds will be ready for delivery within thirty days after the date of sale, and if not deliverable by the City within forty-five days after the date of sale, the successful bidder shall be entitled to rescind the sale, and, in the event of such rescission, his good faith check will be returned. No interest will be paid on the good faith deposit. The failure of the successful bidder to pay for and accept delivery of the bonds as herein provided shall constitute default and entitle the City to retain such check and the proceeds thereof as its agreed liquidated damages. The right is reserved to reject any and all bids. If an acceptable bid is not received at the time herein fixed, the sale will be continued from day to day thereafter without further advertisement for a period of thirty days, but no bid shall be accepted which is lower than the highest bid received at the time fixed for the sale in this notice.

The unqualified approving opinion of Ice Miller Donadio & Ryan, bond counsel of Indianapolis, together with the printed bonds with the legal opinion printed thereon, a transcript of the proceedings had relating to the issuance of said bonds, and closing papers in the usual form showing no litigation questioning the validity of the bonds, will be furnished to the purchaser at the expense of the City.

It is anticipated that CUSIP identification numbers will be printed on said bonds, but neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for said bonds. All expenses in relation to the printing of CUSIP numbers on said bonds shall be paid for by the issuer, provided, however, that the issuer assumes no responsibility for any CUSIP Service Bureau or other charge that may be imposed for the assignment of such numbers.

Said bonds are being issued for the purpose of financing the construction of additions and extensions to the municipally owned waterworks of the City, pursuant to General Ordinance No. G-26-78, adopted by the Common Council on September 26, 1978, as amended. A copy of said ordinance, as amended, and the engineering and financial data may be examined at the office of the City Controller.

The City now has outstanding certain Waterworks Revenue Bonds of 1967 in the amount of $2,765,000, issued under date of November 1, 1967, bearing interest at the rate of 5% per annum, and maturing serially on January 1 of each year over a period ending on January 1, 2000, and certain Waterworks Revenue Bonds of 1968 in the amount of $2,965,000, issued under date of December 1, 1968, bearing interest at the rates of 5½% and 5.40% per annum, depending upon the maturities, and maturing serially on January 1 of each year over a period ending on January 1, 2000. Said outstanding revenue bonds and the bonds herein offered are of equal priority and constitute a first charge upon 29% of the gross revenues of the municipally owned waterworks to be deposited in a special account designated "Bond and Interest Redemption Account." The ordinances authorizing the issuance of the outstanding bonds and the bonds herein offered also authorize the issuance of additional bonds ranking on a parity under certain conditions more specifically set forth in said ordinances.

All bidders shall be deemed to be advised of the provisions of the ordinance, as amended, authorizing the issuance of the waterworks revenue bonds now being offered and the provisions of the ordinances authorizing the outstanding waterworks revenue bonds heretofore issued, and as to the property and revenues of the waterworks of the City. An Official Statement prepared for the City, including a copy of

the ordinance, as amended, authorizing the bonds now being offered and financial and engineering data, may be obtained upon application to the undersigned City Controller.

Dated this 1st day of December, 1978.

s/s William G. Schnizer
City Controller
City of Fort Wayne

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Official Statement

City of Fort Wayne, Indiana

Relating to the Issuance of $18,000,000
Waterworks Revenue Bonds of 1978
Dated December 1, 1978

The purpose of this Official Statement, including the cover page, Bond Sale Notice and all appendices and exhibits is to provide information relating to the extensions and additions to the waterworks owned and operated by the City of Fort Wayne, Indiana, and the $18,000,000 Waterworks Revenue Bonds, dated December 1, 1978 (hereinafter referred to as the "Revenue Bonds"), to be issued by the City of Fort Wayne, Indiana.

THE REVENUE BONDS

The Revenue Bonds are to be issued under the authority of Indiana Code, Title 19, Article 3, Chapter 17, and all laws amendatory thereof and supplemental thereto and of Ordinances G-26-78 and G-30-78 adopted by the Common Council of the City of Fort Wayne on September 26, 1978 and November 14, 1978, respectively, (hereinafter called the "Ordinance"), to provide funds to pay the cost of constructing extensions and additions to the waterworks and the expenses incidental to the issuance of the Revenue Bonds.

The City has heretofore issued and now has outstanding revenue bonds in the amount of $2,765,000, designated as Waterworks Revenue Bonds of 1967, authorized pursuant to General Ordinance No. G-95-67, as amended by General Ordinances Nos. G-104-67 and G-110-67, and dated November 1, 1967. Said bonds bear interest at the rate of 5% per annum and mature over a period ending on January 1, 2000.

The City has also heretofore issued and now has outstanding revenue bonds in the amount of $2,965,000, designated as Waterworks Revenue Bonds of 1968, authorized pursuant to General Ordinance No. G-29-68, and dated December 1, 1968. Said bonds bear interest at the rates of 5½% and 5.4% per annum and mature over a period ending on January 1, 2000.

The Ordinances, adopted by the Common Council of the City of Fort Wayne, authorizing the issuance of the presently outstanding revenue bonds, heretofore referred to, reserved to the City the right to authorize and issue additional bonds payable out of the revenues of the waterworks, ranking on a parity with said outstanding bonds, subject, however, to meeting certain financial requirements. The Revenue Bonds now being offered shall be issued pursuant to said provision and shall rank on a parity with all presently outstanding bonds.

The principal of and interest on the Revenue Bonds will be payable from the Bond and Interest Redemption Account, heretofore created for the payment of principal of and interest on the presently outstanding bonds. Twenty-nine per cent (29%) of the gross revenues of the waterworks shall be set apart and paid into the Bond and Interest Redemption Account and the funds in the Account shall, to the extent required, be used solely for the purpose of paying the principal of and interest on the Waterworks Revenue Bonds presently outstanding, the Revenue Bonds now offered, and any bonds hereafter issued ranking on a parity with these issues.

The Revenue Bonds and the interest thereon are payable solely from the Bond and Interest Redemption Account and do not in any respect constitute a corporate indebtedness of the City within the provisions and limitations of the Constitution of the State of Indiana.

PURPOSE OF ISSUE, CONSTRUCTION PROGRAM AND PROJECT COST

The Revenue Bonds are being issued to finance the City's cost of making certain extensions and additions to the City's waterworks more particularly described elsewhere in the Official Statement and to pay the expenses incidental to the issuance of the Revenue Bonds now being offered.

Construction Program

The City's construction program has been undertaken to expand the City's water filtration capacity from 48 mgd to 72 mgd at its Three Rivers filtration plant and to make certain improvements to the St. Joseph Dam and Pump Station. Such construction is deemed necessary by the City and its consulting engineers to meet the increase in demand for filtered water occasioned by the growth of the community and to provide water of a quality consistent with standards of the U.S. Environmental Protection Agency. All improvements will be constructed and installed in accordance with plans and specifications heretofore prepared by the consulting engineers employed by the City. Construction costs have been determined by tentative award of bids received on August 9, 1978 by the City, subject to the successful sale and issuance of the Revenue Bonds.

Project Cost

Construction Costs	
A. Contract 77-W-2 Filtration Plant Additions	$14,728,000
B. Contract 77-W-3 St. Joseph Dam and Pump Station Additions	789,500
C. Contract 77-W-4 St. Joseph Dam Pumping Station Equipment	271,480
D. Construction Contingencies (5.8%)	979,020
Total Construction Costs	16,768,000
Non-Construction Costs	
E. Engineering — Planning	510,000
— During Construction	270,000
— Resident	250,000
F. Other Costs:	
Public Service Commission Fees	60,000
Legal Administrative and Fiscal	142,000
Total Non-Construction Costs	1,232,000
Total Project Cost	$18,000,000

REGULATION

Extensions and additions to the City's water filtration plant have been designed by the City's consulting engineers in accordance with industry standards promulgated by the Great Lakes Upper-Mississippi River Board and, in the opinion of said consulting engineers, meet all of the requirements of the Clean Water Act and Safe Drinking Act heretofore enacted by the U.S. government. Plans and specifications for the project being undertaken have been approved by the Environmental Management Board of the State of Indiana, Public Service Commission of Indiana and all other governmental agencies having jurisdiction.

Issuance of the Revenue Bonds and water rates charged users of the City's waterworks have been approved by the Public Service Commission of Indiana, as required by law, after duly advertised notice and public hearing.

RATES AND CHARGES

The schedule of water rates and charges being collected by the City was duly adopted by the Common Council in Ordinance No. G-27-78 on September 26, 1978.

The Ordinance authorizing the Revenue Bonds provides that the City shall establish, maintain, and collect reasonable and just rates and charges for the services and facilities afforded by the waterworks which will provide revenues at least sufficient to pay the reasonable and proper cost of the maintenance and operation of the waterworks, to provide a proper and reasonable depreciation account, and to pay the principal of and interest on all bonds payable from the revenues of the waterworks, as the same become due, and provide a surplus or margin of ten per cent (10%) of the principal and interest due each year, which shall be cumulative. So long as any of the bonds authorized are outstanding, none of the facilities and services afforded by the waterworks shall be furnished without reasonable and just charge being made therefor. The reasonable value of any services to the City or to any department, agency, or instrumentality thereof, including the use of water for hydrants for fire protection or for any other purpose, shall be charged against the City and shall be paid for as the charges accrue, and the revenues so received shall be deemed to be revenues derived from the operation of the waterworks and shall be used and accounted for in the same manner as other revenues derived from the operation of the waterworks.

The Public Service Commission of Indiana held a public hearing and adduced evidence concerning said schedule of rates and charges on November 17, 1978 in its Cause No. 35470. On December 4, 1978 the Public Service Commission issued its Order approving the City's schedule of water rates and charges as set forth in the Appendix to this Official Statement. The Order of said Commission, certified, as required by law, that the estimated income and revenues of the City's waterworks were sufficient to provide for operation, maintenance, depreciation and to pay the principal and interest on the Revenue Bonds.

DISPOSITION OF REVENUES

The Ordinance provides that the income and revenues of the City's waterworks system shall be set aside into a separate and special fund to be used and applied in the maintenance and operation thereof, in establishing a depreciation account, and to the payment of the principal of and interest on the presently outstanding bonds and the Revenue Bonds. The proportion of gross revenues of the waterworks that shall be paid into the several accounts of said special fund is fixed and determined as follows:

(a) **Operation and Maintenance Account.** Sixty-one per cent (61%) of the gross revenues of the waterworks shall be set aside into the Operation and Maintenance Account, and shall be used solely to pay the necessary costs of the reasonable and proper operation and maintenance of the waterworks, including any taxes required to be paid. The necessary cost of the reasonable and proper operation and maintenance of the waterworks shall, in addition to the usual items chargeable to operation and maintenance, be deemed to include payments to the Civil City of Fort Wayne in lieu of taxes which would be payable if the waterworks were a privately-owned utility; provided, however, that no payments on account of said additional items shall be made which will in any wise adversely affect or jeopardize the continued operation of the waterworks or interfere with the payment of current operating and maintenance charges as the same accrue. The funds so set aside for operation and maintenance shall be applied exclusively to that purpose until a surplus

shall have been accumulated in said account which will be equal to the cost of maintaining and operating the system during the remainder of the calendar, operating or fiscal year then current, and the cost of maintaining and operating said system during the calendar, operating or fiscal year then next ensuing. Any excess over such surplus may be transferred to the Depreciation Account, or the Bond and Interest Redemption Account hereinafter referred to.

(b) **Depreciation Account.** Ten per cent (10%) of the gross revenues of the waterworks shall be set aside into the Depreciation Account and shall be expended in making good depreciation in the waterworks or in new construction, extensions or additions to the property of the waterworks. Any accumulations in said Depreciation Account not required for immediate use may be invested in direct obligations of the United States Government to the extent permitted by law, and if so invested the income from the investment shall accrue to the Depreciation Account. The funds in said account shall not be used for any purpose other than as herein provided.

(c) **Bond and Interest Redemption Account.** Twenty-nine per cent (29%) of the gross revenues of the waterworks shall, as such revenues are received, be set apart and paid into a special account to be identified as the "Bond and Interest Redemption Account." The funds in said account shall be used solely for the purpose of paying the interest on and principal of the Waterworks Revenue Bonds of 1967 and 1968, the bonds issued pursuant to the provisions of the Ordinance, and any bonds hereafter issued, ranking on a parity therewith, to the extent required for that purpose. If and when a surplus shall be created in the Bond and Interest Redemption Account which shall be in excess of the interest on and principal of the bonds, plus ten per cent (10%), which are payable during the then current calendar, operating or fiscal year, together with the amount of interest on and principal of the bonds which will become due and payable during the calendar, operating or fiscal year then next ensuing, then any excess over such surplus may be transferred to either the Operation and Maintenance Account or the Depreciation Account. In the event any of the bonds payable out of said Bond and Interest Redemption Account shall be subject to redemption prior to maturity, any such excess over such surplus may also be used in the redemption of outstanding bonds at not more than the redemption prices and in accordance with the redemption provisions applicable thereto.

CONSTRUCTION ACCOUNT

Any accrued interest and any premium received at the time of the delivery of the bonds shall be deposited in the Bond and Interest Redemption Account hereinbefore referred to. The remaining proceeds from the sale of the bonds shall upon receipt be deposited in a bank or banks which are legally designated and qualified depositories for the funds of the City in a special account or accounts to be designated as "City of Fort Wayne, 1978 Waterworks Construction Account." The funds in each of such special accounts shall be deposited and held, or invested as provided by the laws of the State of Indiana relating to the depositing, securing and holding, or investing of public funds. The funds in such special account and any income derived from the investment thereof shall be expended only for the purpose of paying the cost of the extensions and additions to the waterworks as authorized by the Ordinance, the incidental expenses incurred in connection therewith and with the issuance of bonds, including legal fees, and for the payment of interest accruing on the bonds during the period of construction, if required for that purpose. Any balance or balances remaining unexpended in such special account after the completion of the work, which are not required to meet unpaid obligations incurred in connection with the construction of the work, shall be deposited in the Bond and Interest Redemption Account within sixty (60) days after completion of the project.

ISSUANCE OF ADDITIONAL PARITY BONDS

The City reserves the right to authorize and issue additional bonds, payable out of the revenues of the waterworks, ranking on a parity with the bonds now being offered, for the purpose of financing the cost

of future construction, additions, extensions and improvements to the waterworks, or the refunding of bonds payable from the revenues of the waterworks, subject to the following conditions:

(a) The interest on and principal of all bonds payable from the revenues of the waterworks shall have been paid to date in accordance with the terms thereof, and all required payments into the Bond and Interest Redemption Account have been made in accordance with the provisions of the Ordinance.

(b) (1) The amount of gross revenues of the waterworks allocated by the Ordinance to and deposited in the Bond and Interest Redemption Account in the calendar year immediately preceding the issuance of any such additional parity bonds shall be not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued, during the life of said outstanding bonds; or

(2) Prior to the issuance of said parity bonds, the proportion of the gross revenues allocated to said Bond and Interest Redemption Account shall be increased sufficiently so that said increased proportion applied to the previous calendar year's gross revenues would have produced revenues in the Bond and Interest Redemption Account for said year equal to not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued, during the life of said outstanding bonds; or

(3) Prior to the issuance of said parity bonds, the water rates and charges shall be increased sufficiently and the proportion of gross revenues allocated to said Bond and Interest Redemption Account increased sufficiently so that said increased water rates and charges applied to the previous calendar year's operations would have produced gross revenues in an amount so that the proportion allocated to said Bond and Interest Redemption Account for said year would have equalled not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued, during the life of said outstanding bonds.

For the purpose of complying with subsection (b), the records of the waterworks shall be analyzed and all showings shall be prepared by an independent certified public accountant employed by the City for that purpose, which accountant shall certify that he has no pecuniary interest in the waterworks or improvements thereto other than in the making of such analysis and the preparation of such showings.

(c) The principal of the additional parity bonds shall be payable annually on January 1 and the interest semi-annually on January 1 and July 1 in the years in which principal and interest are payable.

(d) To the extent required by law, the issuance of the proposed additional parity bonds and any necessary increase in water rates and charges shall have been approved by the Public Service Commission of Indiana, or such successor body, if any, as may be vested by law with authority to approve the issuance of bonds payable from the revenues of municipal waterworks and increases in rates and charges for the services afforded thereby.

Parity bonds may also be issued to refund less than all of the then outstanding bonds issued pursuant to the Ordinance or ranking on a parity therewith, but any such refunding bonds shall be subject to the conditions referred to above unless the bonds being refunded mature within three (3) months of the date of such refunding and no other funds are available to pay such maturing bonds, In computing the maximum annual interest and principal requirements pursuant to (b), the interest on and principal of the refunding bonds shall be substituted for the interest on and principal of the bonds being refunded.

ACCOUNTS AND REPORTS

The City shall keep proper books of records and accounts, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues collected from said waterworks and deposited in the special accounts hereinbefore established and all disbursements made therefrom and all transactions relating to said waterworks. There shall be prepared and furnished to the original purchaser of the bonds, and, upon written request, to any holder of the bonds, not more than sixty (60) days after the close of each annual fiscal period, operating and income statements and balance sheets of the waterworks, in reasonable detail, covering such annual fiscal period, together with a statement of the balances as of the close of such fiscal year in each of the accounts hereinbefore referred to in this Ordinance, which statements shall be prepared by an independent certified public accountant. Such annual statements shall also include comments of said accountant relative to the manner in which the City has carried out the requirements of this Ordinance and any other ordinances authorizing then outstanding bonds. The fees or charges of such accountant shall be deemed to be a cost of operation and maintenance of the waterworks. Copies of all such statements and reports shall at all times be kept on file in the office of the City Controller. Any holder of the bonds shall have the right at all reasonable times to inspect the waterworks and the records, accounts and data of the City relating thereto. Such inspections may be made by representatives duly authorized by written instrument.

RIGHTS AND REMEDIES OF BOND HOLDERS

The provisions of this Ordinance shall constitute a contract by and between the City of Fort Wayne and the holders of the bonds herein authorized, all of the terms of which shall be enforceable in law or in equity, and after the issuance of the bonds this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders of said bonds, nor shall the Common Council of the City adopt any law, ordinance or resolution in any way adversely affecting the rights of such holders so long as any of the bonds or the interest thereon remain unpaid. The holders of the bonds shall have all of the rights, remedies and privileges, either expressly set forth in the provisions of Indiana Code, Title 19, Article 3, Chapter 17, and the acts amendatory thereof and supplemental thereto, including the right to compel the collection of sufficient rates and charges to provide for the payment of the bonds issued hereunder and the interest thereon.

MISCELLANEOUS ORDINANCE PROVISIONS

The City shall at all times maintain the waterworks in good condition and operate the same in an efficient manner and at a reasonable cost.

The City shall maintain insurance on the insurable parts of the waterworks of a kind and in an amount such as is usually carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business in the State of Indiana, and any insurance proceeds collected shall be used in replacing the property destroyed or damaged, or if not needed for that purpose, shall be deposited in the Depreciation Account.

The City shall not mortgage, pledge, or otherwise encumber its waterworks or any part thereof, and shall not sell, lease, or otherwise dispose of any portion thereof except such equipment which may become worn out or obsolete and shall be replaced; nor shall the City, except as expressly provided by the section of the Ordinance concerning the issuance of additional revenue bonds, issue any additional bonds or other obligations pledging any portion of the revenues of said waterworks unless the same is made subordinate and junior in all respects to the bonds previously authorized and issued.

LEGAL OPINIONS

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Ice, Miller, Donadio & Ryan, Indianapolis, Indiana, Bond Counsel. Copies of such opinion will be furnished to the purchaser of the Revenue Bonds at the time of the delivery. Ice, Miller, Donadio & Ryan have not investigated or examined the facts, figures, financial statements or other representations contained in this Official Statement and are not expressing an opinion as to whether this Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein not misleading.

PARITY BOND REPRESENTATION

Qualification of the Revenue Bonds to rank on a parity with bonds heretofore issued is subject to the opinion of an independent certified public accountant engaged by the City to render such opinion. A parity bond representation letter of an independent certified public accountant, as more particularly prescribed by the Ordinance, will be furnished to the purchaser of the Revenue Bonds at the time of the delivery.

TAX EXEMPTION

In the opinion of Ice, Miller, Donadio & Ryan, Bond Counsel, the interest on the Bonds is now exempt from federal income taxes under existing statutes, decisions, regulations and rulings. In the opinion of Bond Counsel, the Bonds, proceeds received by a holder from the sale of the Bonds to the extent of the holder's cost of acquisition, proceeds received upon redemption prior to maturity, proceeds received at maturity, and interest on the Bonds are exempt from present Indiana taxes except Indiana inheritance taxes.

ACCURACY REPRESENTATION

The foregoing summaries and statements in this Official Statement do not purport to be complete and are expressly made subject to the exact provisions of the complete documents. For details of all terms and conditions prospective purchasers are referred to the Official Bond Sale Notice and the Bond and Rate Ordinances contained elsewhere herein.

The execution of this Official Statement has been duly authorized by the City.

CITY OF FORT WAYNE, INDIANA

s/s Robert E. Armstrong

Robert E. Armstrong, Mayor

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Revenue Bond Ordinance

**(GENERAL ORDINANCE NO. G-26-78
AS AMENDED BY G-30-78)**

An Ordinance of the City of Fort Wayne, Indiana, concerning the construction of extensions and additions to the waterworks system owned and operated by said City, authorizing the issuance of revenue bonds to provide for the cost thereof and matters connected therewith.

WHEREAS, the City of Fort Wayne is the Owner of and operates an unencumbered waterworks furnishing the public water supply to said City and its inhabitants; and

WHEREAS, the Board of Public Works, having the management of said waterworks, has determined, and the Council now finds, that said waterworks is in need of certain extensions and additions, consisting of renovating and expanding the water filtration plant and of making additions and improvements to the St. Joseph Dam and Pump Station; that said extensions and additions are required in order to protect properly the health, well-being and property of the City and its inhabitants; and

WHEREAS, the Board of Public Works has determined that the cost of the proposed extensions and additions, based upon construction bids received and estimates as to contingencies and incidental expenses, will be Eighteen Million Dollars ($18,000,000), and has represented to the Council, and the Council now finds, that, subject to the approval of the Public Service Commission of Indiana, funds for said project should be provided by the issuance and sale of revenue bonds payable solely out of the revenues of said waterworks and not constituting a general obligation of the City; that such revenue bonds may be issued provided that the same are made on a parity with the bonds authorized by General Ordinance No. G-95-67, as amended by General Ordinances No. G-104-67 and G-110-67, and designated as "Waterworks Revenue Bonds of 1967", issued under date of November 1, 1967, and now outstanding in the amount of Two Million Seven Hundred Sixty-Five Thousand Dollars ($2,765,000), maturing serially over a period ending on January 1, 2000, and the bonds authorized by General Ordinance No. G-29-68 and designated as "Waterworks Revenue Bonds of 1968", issued under date of December 1, 1968, and now outstanding in the amount of Two Million Nine Hundred Sixty-Five Thousand Dollars ($2,965,000), maturing serially over a period ending on January 1, 2000; and that the revenues of the City's waterworks will be sufficient to provide for the operation and maintenance thereof, depreciation, and the servicing of said outstanding revenue bonds and the revenue bonds authorized by this ordinance, provided that the water rates and charges are increased concurrently herewith; and that it would be to the best interests of the City and its citizens to proceed with the proposed extensions and additions to the City's waterworks; now therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne (hereinafter sometimes referred to as the "City"), being the owner of and engaged in operating an unencumbered waterworks supplying the City and its inhabitants with water for public and domestic use, now provide for certain needed extensions and additions to such waterworks and the payment for such extensions and additions by the issuance of bonds payable from the revenues and receipts of said waterworks, pursuant to and in the manner prescribed in the Indiana Code, Title 19, Article 3, Chapter 17, and the laws amendatory thereof and supplemental thereto (sometimes hereinafter referred to as the "Act"). The terms "waterworks", "waterworks system", and "system", wherever used in this ordinance shall be construed to mean and include the existing waterworks owned by the City of Fort Wayne, and all extensions, additions and improvements thereto and replacements thereof now or subsequently constructed or acquired.

Section 2. Said extensions and additions shall include the renovating and expansion of the water filtration plant and making of additions and improvements to the St. Joseph Dam and Pump Station, all of which shall be constructed and installed in accordance with the plans and specifications prepared by McNamee, Porter and Seeley, consulting engineers of Ann Arbor, Michigan, which plans and specifications are made a part hereof by reference and are hereby approved. To provide for the issuance and sale of revenue bonds, the Board of Works in Resolution No. 66-133-23 dated August 16, 1978 has heretofore approved the employment of Ice, Miller, Donadio and Ryan as bond counsel, an agreement with William N. Salin to provide services relative to the undertakings herein authorized, and the employment of Bernard T. Perry as financial consultant, which Resolution and agreements are made a part hereof by reference and are hereby approved. The Board of Public Works is hereby authorized to proceed with the construction and installation of said extensions and additions, and to enter into all contracts necessary for such purpose in conformity with the provisions of this ordinance and of said Act; provided that the principal and interest of all bonds issued pursuant to this ordinance shall be paid solely and exclusively from the revenues of said waterworks system and that no bonds shall be issued or sold until the approval of the Public Service Commission of Indiana shall have been obtained for the issuance of such bonds, and said Commission shall have certified that the estimated income and revenues of the waterworks system under the increased rates, in addition to providing for operation, maintenance and depreciation of said system, are sufficient to pay the interest on and the principal of the outstanding bonds payable out of the revenues of the waterworks system and the interest on and principal of the bonds authorized by this ordinance. The Mayor and Board of Public Works are hereby authorized to file a proper petition with the Public Service Commission for the purpose of securing the required approval of said Commission.

Section 3. The income and revenues of the City's waterworks system shall be set aside into a separate and special fund to be used and applied in the maintenance and operation thereof, in establishing a depreciation account, and to the payment of the interest on and principal of the bonds authorized by General Ordinance No. G-95-67 (as amended by General Ordinances No. G-104-67 and G-110-67), and General Ordinance No. G-29-68, and by this ordinance, and such other bonds as may be legally payable out of the income and revenues of the waterworks, in accordance with their respective priorities and provisions. The proportion of the gross revenues of said waterworks that shall be paid into the several accounts of said special fund, beginning as of the date of issuance of the bonds herein authorized, is hereby fixed and determined as follows:

(a) **Operation and Maintenance Account.** Sixty-one per cent (61%) of the gross revenues of said waterworks shall be set aside into the Operation and Maintenance Account and shall be used solely to pay the necessary costs of the reasonable and proper operation and maintenance of the waterworks, including any taxes required to be paid. The necessary cost of the reasonable and proper operation and maintenance of the waterworks shall, in addition to the usual items chargeable to operation and maintenance, be deemed to include payments to the Civil City of Fort Wayne in lieu of taxes which would be payable if the waterworks were a privately-owned utility; provided, however, that no payments on account of said additional item shall be made which will in any wise adversely affect or jeopardize the continued operation of the waterworks or interfere with the payment of current operating and maintenance charges as the same accrue. The funds so set aside for operation and maintenance shall be applied exclusively to that purpose until a surplus shall have been accumulated in said account which will be equal to the cost of maintaining and operating the system during the remainder of the calendar, operating or fiscal year then current, and the cost of maintaining and operating said system during the calendar, operating or fiscal year then next ensuing. Any excess over such surplus may be transferred to the Depreciation Account, or the Bond and Interest Redemption Account hereinafter referred to.

(b) **Depreciation Account.** Ten per cent (10%) of the gross revenues of said waterworks shall be set aside into the Depreciation Account and shall be expended in making good depreciation in the waterworks or in new construction, extensions or additions to the property of the waterworks. Any accumulations in said Depreciation Account not required for immediate use may be invested in direct

obligations of the United States Government to the extent permitted by law, and if so invested the income from the investment shall accrue to the Depreciation Account. The funds in said account shall not be used for any purpose other than as herein provided.

(c) **Bond and Interest Redemption Account.** Twenty-nine per cent (29%) of the gross revenues of the waterworks shall, as such revenues are received, be set apart and paid into a special account to be identified as the "Bond and Interest Redemption Account". The funds in said account shall be used solely for the purpose of paying the interest on and principal of the Waterworks Revenue Bonds of 1967, issued pursuant to General Ordinance No. G-95-67 (as amended by General Ordinances No. G-104-67 and G-110-67), the Waterworks Revenue Bonds of 1968, issued pursuant to General Ordinance No. G-29-68, the bonds issued pursuant to the provisions of this ordinance, and any bonds hereafter issued ranking on a parity therewith, to the extent required for that purpose. If and when a surplus shall be created in said Bond and Interest Redemption Account which shall be in excess of the interest on and principal of the bonds, plus ten per cent (10%), which are payable during the then current calendar, operating or fiscal year, together with the amount of interest on and principal of the bonds which will become due and payable during the calendar, operating or fiscal year then next ensuing, then any excess over such surplus may be transferred to either the Operation and Maintenance Account or the Depreciation Account. In the event any of the bonds payable out of said Bond and Interest Redemption Account shall be subject to redemption prior to maturity, any such excess over such surplus may also be used in the redemption of outstanding bonds at not more than the redemption prices and in accordance with the redemption provisions applicable thereto.

All of the funds of said several accounts shall be deposited in lawful depositories of the City and shall be continuously held and secured, or invested as provided by the laws of Indiana relating to the depositing, securing and holding, or investing of public funds. In no event shall any of the revenues of said waterworks be transferred or used for any purpose not authorized by this ordinance or reasonably implied by the provisions hereof, so long as there are outstanding any bonds payable out of the income and revenues of the City's waterworks.

Section 4. For the purpose of procuring funds with which to pay the cost of construction and installation of the extensions and additions to its waterworks, the City shall issue its revenue bonds under and pursuant to the provisions of this ordinance and said Act, which bonds shall be payable only out of the special Bond and Interest Redemption Account herein provided for, and shall be designated as "Waterworks Revenue Bonds of 1978". Said bonds shall be in a principal amount not exceeding Eighteen Million Dollars ($18,000,000), in the denomination of Five Thousand Dollars ($5,000) each, numbered consecutively from 1 up, dated as of the first day of the month in which said bonds are sold, and shall bear interest at a rate or rates not exceeding seven per cent (7%) per annum (the exact rate or rates to be determined by bidding) and at a net effective interest rate not exceeding six and three quarters per cent (6¾%), which interest shall be payable semi-annually on January 1 and July 1 of each year, beginning on July 1, 1979, and shall be evidenced by coupons attached to said bonds. Both bonds and interest coupons shall be payable at the Indiana Bank and Trust Company of Fort Wayne, in the City of Fort Wayne, Indiana, or, at the option of the holder, at the American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois, or at the Manufacturers Hanover Trust Company, in the Borough of Manhattan, City and State of New York, in lawful money of the United States of America, and said bonds shall mature serially on January 1 in the years and amounts as follows:

Year	Amount	Year	Amount	Year	Amount
1980	310,000	1988	525,000	1996	865,000
1981	330,000	1989	560,000	1997	915,000
1982	345,000	1990	595,000	1998	970,000
1983	370,000	1991	635,000	1999	965,000
1984	390,000	1992	675,000	2000	1,025,000
1985	425,000	1993	720,000	2001	1,555,000
1986	455,000	1994	770,000	2002	1,650,000
1987	490,000	1995	820,000	2003	1,640,000

The bonds of this issue maturing on January 1, 1990, and thereafter, shall be redeemable at the option of the City, in whole or in part, in inverse chronological order of maturity and by lot within a maturity, on July 1, 1989, or any interest payment date thereafter, at face value, together with the following premiums:

3% if redeemed on July 1, 1989, or thereafter on or before January 1, 1991;

2% if redeemed on July 1, 1991, or thereafter on or before January 1, 1996;

1% if redeemed on July 1, 1996, or thereafter prior to maturity;

plus in each case accrued interest to the date fixed for redemption. Notice of such redemption shall be published at least thirty (30) days prior to the date fixed for redemption at least one time in a newspaper or financial journal of general circulation published in the City of Indianapolis, Indiana, and a financial journal of general circulation published in the City of New York, New York, and a like notice shall be sent by mail to the holders of such bonds as are then registered. The notice shall specify the date and place of redemption and the serial numbers of the bonds called for redemption. Interest on the bonds so called for redemption shall cease on the date fixed in said notice, if funds are available at the place of redemption to redeem the bonds when presented.

Section 5. Said bonds shall be executed in the name of the City by the facsimile signature of the Mayor, countersigned by the facsimile signature of the City Controller, and attested by the manual signature of the City Clerk, who shall affix the seal of the City to each of said bonds. The interest coupons attached to said bonds shall be executed by placing thereon the facsimile signatures of the Mayor and City Controller, and said officials, by the execution of said bonds, shall adopt as and for their own proper signatures their facsimile signatures appearing on said coupons. In case any officer whose signature appears on the bonds and coupons shall cease to be such officer before the delivery of such bonds, his signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Said bonds shall be negotiable by delivery unless registered. Upon presentation of the bonds at the office of the City Controller in the City of Fort Wayne, said City Controller shall register said bonds without charge or expense to the holder, as to the principal thereof. Such registry shall be noted on the bond, after which no transfer thereof will be valid unless made by the registered owner in person or by his attorney duly authorized and similarly noted on the bond, but said bond may be discharged from registry by being in like manner transferred to bearer, after which it shall be transferable by delivery but may be again registered as before. The registration of any bond shall not affect the negotiability of the interest coupons attached thereto, but such coupons shall continue to pass by delivery only and shall remain payable to bearer.

Section 6. The form and tenor of said bonds, the interest coupons to be attached thereto, and the form of registry endorsement thereon shall be substantially as follows, to-wit:

UNITED STATES OF AMERICA

State of Indiana County of Allen

No. _____ $5,000

CITY OF FORT WAYNE
WATERWORKS REVENUE BOND OF 1978

The City of Fort Wayne, in Allen County, State of Indiana, for value received, hereby promises to pay to the bearer, or if this bond be registered then to the registered holder hereof, solely out of the special revenue fund hereinafter referred to, the principal amount of

FIVE THOUSAND DOLLARS

on the first day of January, 19____ (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest thereon from the date hereof until the principal is paid, at the rate of _____ per cent (_____%) per annum, payable semi-annually on the first days of January and July of each year, beginning July 1, 1979, but only upon presentation and surrender of the annexed interest coupons as they severally become due.

Both principal and interest of this bond are payable in lawful money of the United States of America, at the Indiana Bank and Trust Company of Fort Wayne, in the City of Fort Wayne, Indiana, or, at the option of the holder, at the American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois, or at the Manufacturers Hanover Trust Company, in the Borough of Manhattan, City and State of New York.

This bond is one of an authorized issue of thirty-six hundred (3,600) bonds of the City of Fort Wayne, of like date, denomination, tenor and effect, except as to rates of interest and dates of maturity, in the total amount of Eighteen Million Dollars ($18,000,000), numbered consecutively from 1 to 3600 inclusive, issued for the purpose of providing funds to pay the cost of extensions and additions to the municipally owned waterworks of said City, pursuant to an ordinance passed by the Common Council of said City on the _____ day of _____, 197__, entitled "An Ordinance of the City of Fort Wayne, Indiana, concerning the construction of extensions and additions to the waterworks system owned and operated by said City, authorizing the issuance of revenue bonds to provide for the cost thereof, and matters connected therewith", and in strict compliance with the provisions of the governing statutes, particularly Title 19, Article 3, Chapter 17 of the Indiana Code, and all laws amendatory thereof or supplemental thereto.

The principal of and interest on this bond and all other bonds of said issue, certain Waterworks Revenue Bonds of 1967, now outstanding in the principal amount of Two Million Seven Hundred Sixty-Five Thousand Dollars ($2,765,000) issued under date of November 1, 1967, pursuant to General Ordinance No. G-95-67, as amended by General Ordinances No. G-104-67 and G-110-67, bearing interest at the rate of five per cent (5%) per annum, and maturing over a period ending on January 1, 2000, certain Waterworks Revenue Bonds of 1968, now outstanding in the principal amount of Two Million Nine Hundred Sixty-Five Thousand Dollars ($2,965,000), issued under date of December 1, 1968, pursuant to General Ordinance No. G-29-68, bearing interest at the rates of five and one-half per cent (5½%) and five and forty hundredths per cent (5.40%) per annum, depending on the maturities, and maturing over a period ending on January 1, 2000, all ranking on a parity herewith, and any bonds hereafter issued ranking on a parity therewith, are equally and ratably secured by and constitute a charge upon twenty-nine per cent (29%) of the gross income and revenues of the municipally owned waterworks of the City, as the same now exists or may hereafter be improved or extended, which percentage of such income and revenues is to be deposited in a special account designated as the "Bond and Interest Redemption Account". The City shall not be obligated to pay said bonds or the interest thereon except from said special fund, and neither this bond nor the issue of which it is a part shall in any respect constitute a corporate indebtedness of the City within the provisions and limitations of the constitution of the State of Indiana.

The bonds of this issue maturing on January 1, 1990, and thereafter, are redeemable at the option of the City, in whole or in part, in inverse chronological order of maturity and by lot within a maturity, on July 1, 1989, or any interest payment date thereafter, at face value, together with the following premiums:

3% if redeemed on July 1, 1989, or thereafter on or before January 1, 1991;

2% if redeemed on July 1, 1991 or thereafter on or before January 1, 1996;

1% if redeemed on July 1, 1996, or thereafter prior to maturity;

plus in each case accrued interest to the date fixed for redemption; provided notice of such redemption shall be given at least thirty (30) days prior to the date fixed therefor by one publication in a newspaper or financial journal of general circulation published in the City of Indianapolis, Indiana, and a financial journal of general circulation published in the City of New York, New York, and a like notice be sent by mail to the holders of such bonds as are then registered. Interest on the bonds so called for redemption shall cease on the redemption date fixed in said notice, if sufficient funds are available at the place of redemption to redeem the bonds when presented in accordance with the terms thereof. The bonds so redeemed prior to maturity shall be surrendered for cancellation, together with all unmatured interest coupons appurtenant thereto.

The City covenants that it will, to the fullest extent permitted by law, fix, maintain and collect an aggregate of rates and charges for the services rendered by the City's waterworks system which will be sufficient to pay all costs of operation and maintenance of said system, to provide a proper and adequate depreciation account, and to create and maintain the sinking fund required for the payment of the interest on and principal of this issue of bonds and all other bonds payable from the revenues of the City's waterworks system, in accordance with the terms thereof, and that it will in all other respects faithfully comply with all other provisions of the ordinance and statute pursuant to which this bond is issued. In the event the City shall make any default in the payment of the principal of or interest on this bond, the holder hereof shall have all of the rights and remedies provided by the governing statutes, including the right to compel the collection of sufficient rates and charges to provide for the payment of this bond and the interest thereon in accordance with the terms hereof.

This bond may be registered in the name of the owner in the manner and with the effect provided in the ordinance hereinbefore referred to, but unless registered this bond shall pass by delivery only. The registration of this bond shall not affect the negotiability of the interest coupons attached hereto, but said coupons shall continue to pass by delivery merely and shall remain payable to bearer.

It is hereby certified and recited that all acts, conditions and things required to be done or to exist precedent to and in the execution, issuance and delivery of this bond have been done and performed and exist in regular and due form as provided by law.

IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, State of Indiana, has caused this bond to be executed in its corporate name by the facsimile signature of its duly elected, qualified and acting Mayor, countersigned by the facsimile signature of its duly appointed City Controller, its corporate seal to be hereunto affixed and attested by the manual signature of its duly elected, qualified and acting City Clerk, and the interest coupons attached hereto to be executed by placing thereon the facsimile signatures of said Mayor and City Controller, all of the first day of _____, 1978.

CITY OF FORT WAYNE

By _____(facsimile)
Mayor

Countersigned:

_____ (facsimile)
City Controller

Attest:

_____
City Clerk

(Interest Coupon)

Coupon No. _____ $_____

On _____ 1, 19__

(unless the bond herein mentioned shall be subject to and shall have been called for previous redemption), the City of Fort Wayne, Indiana, will pay to bearer at the Indiana Bank and Trust Company of Fort Wayne, in the City of Fort Wayne, Indiana, or, at the option of the holder, at the American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois, or the Manufacturers Hanover Trust Company, in the Borough of Manhattan, City and State of New York, out of its waterworks Bond and Interest Redemption Account, the amount shown hereon, in lawful money of the United States of America, being the interest then due on its Waterworks Revenue Bond of 1978, dated _____ 1, 1978, No. _____.

CITY OF FORT WAYNE

By _____(facsimile)
Mayor

_____ (facsimile)
City Controller

REGISTRATION ENDORSEMENT

This bond can be registered only at the office of the City Controller of the City of Fort Wayne, Indiana. No writing hereon except by the City Controller.

Date of Registry	In Whose Name Registered	City Controller

Section 7. The City Controller is hereby authorized and directed to have said bonds and coupons prepared, and the Mayor, City Controller and City Clerk are hereby authorized and directed to execute said bonds and the coupons to be attached thereto in the form and manner hereinbefore provided. The City Controller shall sell said bonds at public sale. Prior to the sale of the bonds, the City Controller shall cause to be published a notice of sale once each for two weeks in the Fort Wayne Journal Gazette and the Fort Wayne News-Sentinel, published in the City of Fort Wayne. The City Controller shall be authorized to publish said notice or a summary thereof in The Indianapolis Commercial, published in the City of Indianapolis, Indiana, and in the Bond Buyer, published in the City and State of New York. The City Controller shall be authorized to make such additional publication as he shall deem advisable. The date fixed for the sale shall not be earlier than seven (7) days after the last of said publications. The bond sale notice shall state the time and place of sale, the total amount of bonds, the maximum rate of interest thereon, the maturities thereof, the purpose for which the bonds are being issued, the terms and conditions upon which bids will be received and the sale made, and shall set out such other information as the City Controller, acting on the advice of the City Attorney and bond counsel shall deem necessary. All bids for said bonds shall be sealed and shall be presented to the City Controller at his office. Bidders shall be required to bid for all of the bonds and to name the rate or rates of interest which the bonds are to bear, not exceeding the maximum rate hereinbefore fixed. Such interest rate or rates shall be in multiples of one-eighth (1/8) or one-tenth (1/10) of one percent (1%), and not more than four (4) different interest rates shall be named by each bidder. A rate may be repeated without constituting a different rate. Bids specifying two or more interest rates shall also specify the amount and maturities of the bonds bearing each rate, but all bonds maturing on the same date shall bear the same rate. Each bid shall be accompanied by a certified or cashier's check, payable to the City of Fort Wayne, in the amount of One Hundred Thousand Dollars ($100,000), as a guarantee of good faith. In the event the successful bidder shall fail or refuse to accept delivery of said bonds in accordance with his bid and the notice of sale, then said check and the proceeds thereof shall be the property of the City as its agreed liquidated damages. The City Controller shall award the bonds to the highest qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the City, to be determined by computing the total interest on all of the bonds to their maturities and deducting therefrom the premium bid, if any. No bid for less than the par value of said bonds, including interest accrued to the date of delivery, shall be considered. The City Controller shall have the right to reject any and all bids. In the event no acceptable bid is received at the time fixed in said notice for the sale of said bonds, the City Controller shall be authorized to continue to receive bids from day to day thereafter for a period of not to exceed thirty (30) days without readvertisement; provided, however, that if said sale be continued, no bid shall be accepted which is lower than the highest bid received at the time fixed for said sale in the bond sale notice. Prior to the delivery of said bonds the City Controller shall obtain a legal opinion as to the validity of the bonds from Ice Miller Donadio & Ryan, bond counsel of Indianapolis, acting as bond counsel for the City, and shall furnish such opinion to the purchaser of the bonds. The fee of such bond counsel and all other incidental expenses incurred in connection with the issuance of the bonds authorized by this ordinance shall be paid out of the proceeds of said bonds.

Section 8. In the event it shall be hereafter determined that it is not necessary to issue all of the bonds authorized by this ordinance, or the Public Service Commission shall not approve the issuance of said total amount of bonds, the City Controller shall be authorized to sell and deliver a lesser amount of bonds than herein authorized, in which case the bonds not sold or delivered shall be of the last maturity or maturities.

The bonds herein authorized, when fully paid for and delivered to the purchaser, shall be the binding and special obligations of the City, payable out of the income and revenues of the waterworks system of said City according to their tenor and effect, and the proceeds derived from the sale of said bonds shall be and are hereby set aside for the purpose of paying the cost of construction and installation of the aforesaid extensions and additions to said waterworks and the expense necessarily incurred in connection with the issuance and sale of the bonds. The proper officers of the City are hereby directed to draw all proper and necessary warrants, and to do all acts and things which may be necessary to carry out the provisions of this ordinance.

Section 9. Any accrued interest and any premium received at the time of the delivery of the bonds shall be deposited in the Bond and Interest Redemption Account hereinbefore referred to. The remaining proceeds from the sale of the bonds shall, upon receipt, be deposited in a bank or banks which are legally designated and qualified depositories for the funds of the City, in a special account or accounts to be designated as "City of Fort Wayne, 1978 Waterworks Construction Account". The funds in each of such special accounts shall be deposited, secured, and held, or invested as provided by the laws of the State of Indiana relating to the depositing, securing and holding, or investing of public funds. The funds in such special account or accounts and any income derived from the investment thereof shall be expended only for the purpose of paying the cost of the extensions and additions to said waterworks as herein authorized, the incidental expenses incurred in connection therewith and with the issuance of bonds, including legal fees, and for the payment of interest accruing on the bonds during the period of construction, if required for that purpose. Any balance or balances remaining unexpended in such special account or accounts after the completion of the work, which are not required to meet unpaid obligations incurred in connection with the construction of the work, shall be deposited in the Bond and Interest Redemption Account within sixty (60) days after completion of the project.

Section 10. The City shall keep proper books of records and accounts, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues collected from said waterworks and deposited in the special accounts hereinbefore established and all disbursements made therefrom and all transactions relating to said waterworks. There shall be prepared and furnished to the original purchaser of the bonds, and, upon written request, to any holder of the bonds, not more than sixty (60) days after the close of each annual fiscal period, operating and income statements and balance sheets of the waterworks, in reasonable detail, covering such annual fiscal period, together with a statement of the balances as of the close of such fiscal year in each of the accounts hereinbefore referred to in this ordinance, which statements shall be prepared by an independent certified public accountant. Such annual statements shall also include the comments of said accountant relative to the manner in which the City has carried out the requirements of this ordinance and any other ordinances authorizing then outstanding bonds. The fees or charges of such accountant shall be deemed to be a cost of operation and maintenance of the waterworks. Copies of all such statements and reports shall at all times be kept on file in the office of the City Controller. Any holder of the bonds shall have the right at all reasonable times to inspect the waterworks and the records, accounts and data of the City relating thereto. Such inspections may be made by representatives duly authorized by written instrument.

Section 11. The City shall, to the fullest extent permitted by law, establish, maintain and collect reasonable and just rates and charges for the services and facilities afforded by said waterworks which will provide revenues at least sufficient to pay the reasonable and proper cost of the maintenance and operation of the waterworks, to provide a proper and reasonable depreciation account, and to pay the principal of and interest on all bonds payable from the revenues of the waterworks as the same become due, and provide a surplus or margin of ten per cent (10%) of the principal and interest due each year, which shall be cumulative. So long as any of the bonds herein authorized are outstanding, none of the facilities and services afforded by said waterworks shall be furnished without a reasonable and just charge being made therefor. The reasonable value of any service rendered to the City, or to any department, agency or instrumentality thereof, including the use of water for hydrants for fire protection or for any other purpose, shall be charged against the City and shall be paid for as the charges accrue, and the revenues so received shall be deemed to be revenues derived from the operation of the waterworks and shall be used and accounted for in the same manner as other revenues derived from the operation of the waterworks.

Section 12. The City reserves the right to authorize and issue additional bonds, payable out of the revenues of the waterworks, ranking on a parity with the bonds authorized by this ordinance, for the purpose of financing the cost of future construction, additions, extensions and improvements to the waterworks, or the refunding of bonds payable from the revenues of the waterworks, subject to the following conditions:

(a) The interest on and principal of all bonds payable from the revenues of the waterworks shall have been paid to date in accordance with the terms thereof, and all required payments into the Bond and Interest Redemption Account have been made in accordance with the provisions of this ordinance.

(b) (1) The amount of gross revenues of the waterworks allocated by Section 3(c) of this ordinance to and deposited in the Bond and Interest Redemption Account in the calendar year immediately preceding the issuance of any such additional parity bonds shall be not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued, during the life of said outstanding bonds; or

(2) Prior to the issuance of said parity bonds, the proportion of the gross revenues allocated to said Bond and Interest Redemption Account shall be increased sufficiently so that said increased proportion applied to the previous calendar year's gross revenues would have produced revenues in said Bond and Interest Redemption Account for said year equal to not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued, during the life of said outstanding bonds; or

(3) Prior to the issuance of said parity bonds, the water rates and charges shall be increased sufficiently and the proportion of gross revenues allocated to said Bond and Interest Redemption Account increased sufficiently so that said increased water rates and charges applied to the previous calendar year's operations would have produced gross revenues in an amount so that the proportion allocated to said Bond and Interest Redemption Account for said year would have equalled not less than one hundred twenty-five per cent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued, during the life of said outstanding bonds.

For the purposes of this subsection, the records of the waterworks shall be analyzed and all showings shall be prepared by an idependent certified public accountant employed by the City for that purpose, which accountant shall certify that he has no pecuniary interest in the financing of the waterworks or improvements thereto other than in the making of said analysis and the preparation of said showings.

(c) The principal of the additional parity bonds shall be payable annually on January 1 and the interest semi-annually on January 1 and July 1 in the years in which principal and interest are payable.

(d) To the extent required by law, the issuance of the proposed additional parity bonds and any necessary increase in water rates and charges shall have been approved by the Public Service Commission of Indiana, or such successor body, if any, as may be vested by law with authority to approve the issuance of bonds payable from the revenues of municipal waterworks and increases in rates and charges for the services afforded thereby.

Parity bonds may also be issued to refund less than all of the then outstanding bonds issued pursuant to this ordinance or ranking on a parity therewith, but any such refunding bonds shall be subject to the conditions in this section unless the bonds being refunded mature within three (3) months of the date of such refunding and no other funds are available to pay such maturing bonds. In computing the maximum annual interest and principal requirements pursuant to subsection (b), the interest on and principal of the refunding bonds shall be substituted for the interest on and principal of the bonds being refunded.

Section 13. For the purpose of further safeguarding the interests of the holders of the bonds, it is specifically provided as follows:

(a) All construction contracts shall be let to responsible contractors who shall be required to furnish construction bonds in an amount equal to one hundred per cent (100%) of the amount of such contracts,

to insure the completion of such contracts in accordance with their terms, and such contractors shall be required to carry such employer's liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts.

(b) The extensions and additions shall be contracted for and constructed to the approval of the McNamee, Porter and Seeley, consulting engineers of Ann Arbor, Michigan, now employed by the City, or such other consulting engineers as may be hereafter employed by the City. All estimates for work done and material furnished shall first be checked by the consulting engineers before being approved by the City.

(c) The City shall, at all times, maintain said waterworks in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the bonds herein authorized are outstanding, the City shall maintain insurance on the insurable parts of the waterworks of a kind and in an amount such as is usually carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business in the State of Indiana, and any insurance proceeds collected shall be used in replacing the property destroyed or damaged, or if not needed for that purpose, shall be placed in the Depreciation Account.

(e) So long as any of the bonds herein authorized are outstanding, the City shall not mortgage, pledge or otherwise encumber its waterworks or any part thereof, and shall not sell, lease or otherwise dispose of any portion thereof except such equipment which may become worn out or obsolete, and shall be replaced; nor shall the City, except as provided in Section 12 hereof, execute or issue any additional bonds or other obligations pledging any portion of the revenues of said waterworks unless the same be made subordinate and junior in all respects to the bonds heretofore issued and the bonds herein authorized, or unless all of the bonds herein authorized are redeemed and cancelled coincidentally with the delivery of such additional bonds or other obligations, or the bonds have been duly called for redemption and funds sufficient to effect such redemption are available and set aside at the place of redemption at the time of issuance of such additional bonds.

(f) The provisions of this ordinance shall be construed to create a trust in the proceeds derived from the sale of the bonds herein authorized, for the uses and purposes herein set forth, and so long as any of said bonds are outstanding, the provisions of this ordinance shall also be construed to create a trust in the fixed proportion of the revenues of the waterworks herein directed to be set apart and paid into the Bond and Interest Redemption Account for the uses and purposes of said account as in this ordinance set forth.

(g) The provisions of this ordinance shall constitute a contract by and between the City of Fort Wayne and the holders of the bonds herein authorized, all of the terms of which shall be enforceable in law or in equity, and after the issuance of the bonds this ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders of said bonds, nor shall the Common Council of the City adopt any law, ordinance or resolution in any way adversely affecting the rights of such holders so long as any of the bonds or the interest thereon remain unpaid. The holders of the bonds shall have all of the rights, remedies and privileges, either expressly set forth in the provisions of IC 19-3-17, and the laws amendatory thereof and supplemental thereto, or implied therein, including the right to compel the collection of sufficient rates and charges to provide for the payment of the bonds issued hereunder and the interest thereon.

(h) None of the provisions of this ordinance shall be construed as requiring the expenditure of any funds of the City derived from any sources other than the proceeds of said bonds and the revenues derived from the operation of said waterworks system, and said bonds shall not in any respect constitute general obligations of the City in its corporate capacity. Sums paid and to be paid by the City to its

waterworks as hydrant rental and for water furnished shall be deemed to be payments by the City of services rendered. The revenues so received by the waterworks shall be deemed revenues derived from the operation of the waterworks.

Section 14. Subject to the terms and provisions contained in this section, and not otherwise, the holders of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the bonds issued pursuant to this ordinance and then outstanding shall have the right from time to time, anything contained in this ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Common Council of the City of Fort Wayne of such ordinance or ordinances supplemental hereto, as shall be deemed necessary or desirable by the City of Fort Wayne for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any bond issued pursuant to this ordinance; or

(b) A reduction in the principal amount of any bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues of the waterworks ranking prior to the pledge thereof created by this ordinance; or

(d) A preference or priority of any bond or bonds issued pursuant to this ordinance over any other bond or bonds issued pursuant to the provisions of this ordinance; or

(e) A reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

The holders of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the City Clerk of the City of Fort Wayne. No holder of any bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Common Council of the City of Fort Wayne from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City of Fort Wayne and all holders of bonds issued pursuant to the provisions of this ordinance then outstanding, shall thereafter be determined exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the holders of the bonds authorized by this ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the City of Fort Wayne and the consent of the holders of all the bonds issued pursuant to this ordinance then outstanding.

Section 15. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that none of the provisions of this ordinance shall be so construed as to repeal or modify the provisions of General Ordinance No. G-95-67, as amended by General Ordinances No. G-104-67 and No. G-110-67 and General Ordinance No. G-29-68, so as to affect adversely the rights, interests or priorities of the holders of the outstanding revenue bonds issued pursuant to said ordinances.

Section 16. This ordinance shall be in full force and effect from and after its passage.

s/s Paul M. Burns
Councilman

Read the third time in full and on motion by Paul Burns, seconded by James Stier, and duly adopted, placed on its passage. Passed on the following vote:

Ayes: Nine
Nays: None
Absent: None
Date: September 26, 1978

s/s Charles W. Westerman
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-26-78 on the 26th day of September 1978.

ATTEST:

s/s Charles W. Westerman
City Clerk

s/s Samuel J. Talarico
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 1978 at the hour of 11:30 o'clock A.M. EST.

s/s Charles W. Westerman
City Clerk

Approved and signed by me this 28th day of September, 1978 at the hour of 10:00 o'clock A.M. EST.

s/s Robert E. Armstrong
Mayor

On motion by Paul Burns, seconded by Vivian Schmidt and duly passed by unanimous vote of all legally elected members of the Common Council present, the rules were suspended and the ordinance was accordingly placed on its passage. Passed on the following vote:

Ayes: Seven
Nays: None
Absent: Two
Date: November 14, 1978

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-30-78 on the 14th day of November, 1978.

ATTEST:

s/s Charles W. Westerman
City Clerk

s/s Samuel J. Talarico
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of November, 1978 at the hour of 9:00 o'clock A.M. EST.

s/s Charles W. Westerman
City Clerk

Approved and signed by me this 15th day of November, 1978 at the hour of 9:30 o'clock A.M. EST.

s/s Robert E. Armstrong
Mayor

Rate Ordinance

ORDINANCE NO. G-27-78

An Ordinance amending General Ordinance No. G-09-76 establishing rates and charges for the use of and services rendered by the waterworks system of the City of Fort Wayne, and repealing all ordinances or parts of ordinances in conflict therewith.

WHEREAS, the Common Council of the City of Fort Wayne has authorized the making of extensions and additions to the existing waterworks system of said City for the purpose of providing an adequate water supply of desirable quality and at proper pressure to the users of the City's waterworks and properly protecting the health, well-being and property of said City and its inhabitants and water users; and

WHEREAS, in order to procure the necessary funds to pay the cost of construction and installation of said extensions and additions, it is necessary for the City to issue and sell waterworks revenue bonds payable solely out of the revenues of said waterworks system, which revenues under the existing schedule of rates and charges are insufficient to enable the City to finance the needed extensions and additions; and

WHEREAS, the Common Council now finds that the existing rates and charges for the use of and service rendered by the waterworks of said City are too low and are insufficient to enable the City to properly operate its waterworks plant, provide for depreciation, and finance said extensions and additions; that the proposed extensions and additions will improve the service rendered by said waterworks system and make the same of greater value to the City, its inhabitants and water users, and that the existing rates and charges should be increased; now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 1 of the General Ordinance No. 09-76, entitled "An Ordinance establishing rates and charges for the use of and services rendered by the waterworks system of the City of Fort Wayne, and repealing all ordinances or parts of ordinances in conflict therewith," adopted March 9, 1976, be and the same is hereby amended to read as follows: Section 1. That there shall be and hereby are established for the use of and the service rendered by the waterworks system of the City of Fort Wayne the following rates and charges based on the use of water supplied by said waterworks system:

(a) **Metered Rates Per Month**

		100 Cubic Feet
First	500 cubic feet	$.912
Next	1,500 cubic feet	.703
Next	2,500 cubic feet	.587
Next	7,500 cubic feet	.541
Next	18,000 cubic feet	.464
Next	20,000 cubic feet	.394
Next	50,000 cubic feet	.348
Next	50,000 cubic feet	.278
Over	150,000 cubic feet	.255

(b) **Minimum Charges**

Each user shall pay a minimum monthly charge based on the size of meter installed, for which the user will be entitled to the quantity of water set out in the metered schedule of rates.

Size of Meter	Per Month
⅝ inch	$ 4.56
¾ inch	7.11
1 inch	11.59
1½ inch	23.11
2 inch	35.55
3 inch	71.11
4 inch	118.33
6 inch	224.84
8 inch	328.80
10 inch	493.11

(c) **Municipal Service to the City of Fort Wayne**

For each fire hydrant - per annum	$ 151.20

(d) **Private Fire Protection Service**

Per annum - Fire Hydrant	$ 151.20
2 inch	16.80
3 inch	37.80
4 inch	67.20
6 inch	151.20
8 inch	258.80
10 inch	420.00
12 inch	604.80
16 inch	1,075.20

(e) All charges for service to customers situated outside the corporate limits of the City of Fort Wayne having availability for all of the foregoing tariffs shall be one hundred thirty-five per cent (135%) of the charges computed by application of the foregoing tariffs.

(f) **Collection or Deferred Payment Charge**

All bills for water services not paid within fifteen (15) days from the due date thereof, as stated in such bills, shall be subject to a collection or deferred payment charge of 10% on the first $3.00 and 3% on the excess over $3.00.

Section 2. Utility rates and regulations for water services shall be determined from time to time as the need may occur by the Board of Public Works of the City of Fort Wayne.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that the existing schedule of water rates and charges shall remain in full force and effect until the schedule of rates and charges fixed by this ordinance shall be approved by the Public Service Commission of Indiana, and until such time as the order of said Commission approving said new rates and charges shall direct.

Section 4. This ordinance shall be in full force and effect from and after its passage; provided, however, that the schedule of rates and charges herein set out shall not become effective unless approved by the Public Service Commission of Indiana, or until such time as said Commission shall direct.

s/s Paul M. Burns

Councilman

Read the third time in full and on motion by Paul Burns, seconded by James Stier, and duly adopted, placed on its passage. Passed by the following vote:

Ayes: Nine
Nays: None
Absent: None

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-27-78 on the 26th day of September, 1978.

ATTEST:

s/s Charles W. Westerman
City Clerk

s/s Samuel J. Talarico
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 1978 at the hour of 11:30 o'clock A.M. EST.

s/s Charles W. Westerman
City Clerk

Approved and signed by me this 28th day of September, 1978 at the hour of 10:00 o'clock A.M. EST.

s/s Robert E. Armstrong
Mayor

DESCRIPTION OF THE CITY

Location

The City of Fort Wayne is located in northern Indiana, 116 miles northeast of Indianapolis, 154 miles east of Chicago and 156 miles southwest of Detroit. It is the county seat of Allen County.

Population-Employment

		Fort Wayne	Allen County
Population:	1950	133,607	155,085
	1960	161,776	232,192
	1970	178,021	280,455
	*1976	190,200	*292,100

*estimate

Employment: 167,780 (Metropolitan Area), 8,720 Unemployed, Work Force of 176,500, 4.9% Unemployment Rate.

Taxes

Assessed Valuation: $479,255,355 payable in 1978.

Property Tax: $10.57 per $100 of assessed valuation. Household goods are exempt. 20% property tax credit (paid by State from sales tax receipts) began in 1974.

Sales & Use Tax: 4% tangible personal property except food (groceries) and prescription drugs.

Individual Adjusted Gross Income: 2% of earnings - $1,000 annual exemption for taxpayer, plus $500 for each dependent.

Intangibles Tax: 5¢ on each $20.00 of actual value or fraction thereof.

Excise Tax: Cigarettes - 10.5¢ per package. Gasoline - 8¢ per gal.

Automobile Tax: Excise tax in lieu of personal property tax, based on initial retail price and age of vehicle.

Labor

Minimum Wage: $1.75 per hour minimum (Indiana) $2 effective 1-1-79.

Unemployment Compensation: Maximum of $74.00 per week for individuals; $124.00 per week with 4 dependents. Weekly payment figured at 4.3% of highest quarterly earnings in base period. Maximum duration 26 weeks.

Workmen's Compensation: Maximum weekly benefits - $125.00. Total maximum $60,000.

Education

Public Schools: 96 schools, including 13 senior and 17 junior high schools.

Parochial Schools: 17 Catholic, including 2 senior high schools, 16 Lutheran, including one senior high school.

Colleges/Universities: Indiana-Purdue Regional Campus, St. Francis College, Concordia Theological Seminary, Fort Wayne Bible College, International Business Junior College, Indiana Vocational Technical College, Fort Wayne Art School, and Indiana Institute of Technology.

Transportation

Air Lines: Delta (north-south), United (east-west), Air Wisconsin (commuter).

Railroads: ConRail - Norfolk & Western.

Highways: I-69; US 24, 27, 30, 33; State Roads 1, 3, 14, 37.

Streets: 655 miles of roadways within corporate limits. 470 miles paved. (1976)

Inter-City Bus: ABC Coach, Indiana Motor Bus, Greyhound, Trailways.

Motor Carriers: 55 motor carriers, of which 50 have terminals in Fort Wayne.

Intra-City Bus: Fort Wayne Public Transportation Corporation.

Utilities

Electricity: Indiana & Michigan Electric Co. Kilowatt hours consumed in 1976: 1½ billion by business/industry, 1 billion by residential.

Gas: Northern Indiana Public Service Co. Cubic feet of gas consumed in 1976: 10½ billion by business/industry, 10½ billion by residential

Water: Fort Wayne Three Rivers Filtration Plant. Capacity per day - 48 million gallons. 12½ billion gallons used in 1977 by 54,358 patrons.

Sewage: City-owned plant designated as a regional water pollution control facility by EPA. In 1977 there were 51,540 users connected. New 60 mgd plant completed in 1977.

Telephone: General Telephone Company of Indiana. Telephones in service in Fort Wayne - 180,000 (1978).

Community Data

Airports: Baer Field - scheduled airlines, private/military flying and Smith Field - private only.

Altitude: 791 feet above sea level.

Area: 53 square miles.

Churches: City of churches - 237 churches virtually representing all denominations.

City Government: Mayor - Councilmanic form. 21 wards, 223 precincts in the county. Nine council members. 156,217 registered voters in county (April 1978).

Climate: 35.80 inches of rainfall annually - mean annual temperature of 49.9 degrees.

Fire Protection: 11 stations, 275 men, 50 pieces of equipment.

Police Protection: 310 men and 9 women - 120 pieces of equipment.

Hospitals: Lutheran, Parkview and St. Joseph with a total of 1,800 beds. VA Hospital located here, plus numerous nursing homes.

Parks: 65 public parks and playgrounds covering 1,800 acres. Included are: Franke Park Children's Zoo and Outdoor Theatre, Rode & Mum Gardens, and an African Veldt.

Passenger Cars: 157,171 registrations in county (1977).

Recreation: 8 public and 2 club-owned golf courses, 3 indoor tennis clubs, 16 bowling alleys, War Memorial Coliseum seating up to 10,000 for recreational events. Fort Wayne Komets represented in International Hockey League competition, Fort Wayne Sport Club plays in Indiana-Ohio Soccer League. Area Soap Box Derby, 16 movie theaters, 200 lakes in 50 mile radius of city.

Cultural: Fort Wayne Fine Arts Foundation and its various performing groups. "Community Center for the Performing Arts" located downtown. Annual Three Rivers Festival attracts thousands of spectators with over 100 historical events, displays and parades. Reconstructed 1816 "Fort" near downtown.

Voting Requirements: 18 years of age and 30-day residency requirement in state, township, and precinct.

Business Data

Building Permits: Total 1976 permits - 3,150 in city with valuation of $40,285,466. 2,331 in county with valuation of $70,601,984. Residential permits in city - 2,666, in county - 2,182.

Financial: Two national and four state banks with 46 branches. Four Savings & Loan Associations, 33 finance companies. Bank deposits in 1976 - $1,351,119,512, bank debits - $20,245,036,083. Savings in Savings & Loan Associations - $327,104,117.

Hotels - Motels: 31 with more than 2,400 rooms.

Newspapers: Journal-Gazette (D) morning daily and Sunday. News-Sentinel (R) evening daily excluding Sunday. Both located at 600 West Main Street, Fort Wayne, Indiana 46802.

Manufacturers: 375 in county, employing approximately 52,900 (May 1976).

Postal Receipts: $15,397,426 in 1976.

Professions: 126 dentists, 275 lawyers, 326 physicians, 250 clergymen.

Radio & Television: Radio - WPTH, WMEE, WMEF, WGL, WLYV, WOWO, WFWR. Television: WKJG, WANE, WPTA, WFFT.

Retail: County retail sales in 1976 totalled $1,121,703,000. Retailers are served by Downtown Fort Wayne Association, several shopping center associations, Better Business Bureau, and Fort Wayne Credit Bureau.

Wholesalers: Nearly 750 wholesalers account for annual sales of more than $1,363,707,000 and payroll of more than $86,331,000.

CITY DEBT AND TAXATION

Statement of Civil City Debt

General Obligation Bonds	Year Issued	Original Issue	Interest Rate (%)	Final Maturity	Outstanding 12-31-77
Track Elevation	1953	$2,750,000	2.25	1978	$ 120,000
City/County Building	1966	2,500,000	3.50	1985	1,005,000
Inner City Storm Sewer	1970	2,400,000	4.00/5.00	1986	1,440,000
Street Bonds	1975	3,750,000	5.25/6.00	1990	3,350,000
Total General Obligations Due					$5,915,000
Statutory Limitation (2% of 1978 net assessed value of property)					9,585,000

Bond Payment Schedule (5 years)

Year	Principal	Interest	Total
1975	550,000	149,338	699,338
1976	750,000	378,694	1,128,694
1977	610,000	305,333	915,333
1978	610,000	281,183	881,183
1979	495,000	257,708	752,708

Overlapping Units
State Fair Board
State Forestry
County
Township
City Schools
City Library
Public Transportation Corp.
Redevelopment Commission

Statement of Sewage Works Debt

Revenue Bond Debt

Revenue Bonds	Interest Rates	Final Maturity	Outstanding 12-31-77
1959	3¼%-3⅞%	1990	1,470,000
1961	3½%-3¾%	1993	1,395,000
1970	6½%-7%	1995	2,585,000
1975	5% -7%	1997	6,640,000

Civil City Projected Income

Year Ended December 31, 1978

Source		Amount
Property Tax Revenue		$18,115,852
Intangible Tax - Banks		443,404
License Excise Tax		1,575,590
City Utilities Transfers		1,379,808
Gasoline Tax Distribution		1,755,401
Refunds and Reimbursements		1,147,229
Cigarette Tax		1,230,152
Park Department's Revenues		822,500
Aviation Operating Revenues		1,147,800
Federal Funds		842,921
Parking Garage, Meters and Lots		311,338
State Alcohol Beverage Gallonage Tax		287,827
State Liquor Excise Tax		151,837
Ordinance Violations		137,700
Interest Income		150,000
Pension Assessments		293,878
Other		190,224
Total Projected Revenue for 1978		29,983,461
Cash Balances 12/31/77	$ 693,689	
Less Encumbered 12/31/77	(1,359,493)	
Add Outstanding Investments 12/31/77	2,000,000	1,334,196
Projected Income and Cash Available		$31,317,657

Civil City - Projected Expenditures

Year Ended December 31, 1978

Department	1978 Budgeted Amount
Mayor	$ 100,490
Controller	2,289,141
Purchasing	82,896
Metropolitan Human Relations Commission	84,516
City Clerk's Office	144,368
Board of Public Works	2,583,097
Public Affairs	62,171
Community Development and Planning	281,685
Street Engineering	343,467
Board of Public Safety	12,125
Police Department	5,285,215
Police Merit Commission	2,725
Fire Department	4,167,924
Office of Emergency Services	24,113
Weights and Measures	29,789
Communications Department	548,659
Traffic Engineering	715,583
Law Department	153,269
Humane Commission	205,668
Emergency Medical Services	404,107
Board of Aviation*	2,045,359
Park Department	3,752,559
Redevelopment General	111,366
Street Department*	1,874,890
Capital Projects Fund (MVH)*	450,000
Parking Administration*	293,487
Fire Pension Fund	1,512,162
Police Pension Fund	1,584,327
Sanitary Officers' Pension Fund	93,090
Cumulative Capital Improvements Fund*	607,863
Fine Arts Foundation	39,300
Street Bond Retirement Fund	400,000
Redevelopment District Bond Fund	218,928
Fire Pension Fund - As of 5/1/77	20,000
Police Pension Fund - As of 5/1/77	47,513
Sewer Relief	246,426
Street Lighting	27,564
Total Projected Expenditures - 1978	$30,845,842

*Not Supported by Property Taxes

Net Assessed Valuation (1)

Years 1975-1978

Year	Net Real Property	Net Personal Property	Total Net Property (2)
1978	$319,150,500	$160,104,855	$479,255,355
1977	315,669,161	157,177,980	472,847,141
1976	304,236,970	147,836,200	452,073,170
1975	301,564,980	136,480,470	438,045,450

(1) Net of Exemptions
(2) Estimated Ratio of Assessed Value to Market Value - 33 1/3%

Schedule of Taxes Levied and Collected

Year	Taxes Levied	Taxes Collected
1976-77	$17,134,601	$17,164,501
1975-76	15,867,794	15,955,447
1974-75	15,707,494	15,537,331

Ten Largest Taxpayers and Property Valuation

As of January 1, 1978

Taxpayer	Property Valuation	Number of Employees
1. Dana Corporation	$19,300,000	2,384
2. General Electric	18,400,000	5,502
3. Phelps Dodge	7,600,000	530
4. Joslyn Steel	6,400,000	519
5. General Telephone	6,300,000	2,465
6. Magnavox	4,000,000	3,044
7. I & M	3,600,000	892
8. American Hoist	3,600,000	515
9. Lincoln National Life	3,300,000	3,098
10. Fruehauf	3,100,000	640

Total City Tax Rates (1)

(per $100 Assessed Valuation)

City-Township	1977	1976	1975	1974	1973
Adams	$10.489	$10.535	$10.543	$10.907	$11.020
Pleasant	10.501	10.540	10.513	10.912	11.060
St. Joseph	10.498	10.570	10.563	10.905	11.020
Washington	10.505	10.540	10.537	10.890	11.020
Wayne	10.569	10.600	10.675	10.947	11.070

(1) Includes Allen County and overlapping levies.

Analysis of Total City Tax Rate

1977-1978

	City-Wayne Township
State	$ .010
County	1.467
Township	.088
City Schools	4.670
Library	.434
City - General Fund	2.415
- Police Pension	.289
- Fire Pension	.287
- Sanitary Pension	.015
- Street Bond	.109
- Redevelopment Bond	.026
- Redevelopment General	.021
- Parks	.542
- Public Transportation	.120
- Fine Arts	.008
- Sewer Relief	.046
- Public Lighting	.009
- New Police Pension	.009
- New Fire Pension	.004
Total Civil City	3.900
Total City Tax Rate	$10.569

Municipal Electric Utility

Balance Sheet

ASSETS AND OTHER DEBITS	December 31, 1977
Utility Plant	
Utility Plant in Service	$ 4,726,455
Less Accumulated Provision for Depreciation	(1,443,224)
Utility Plant Leased to Others	24,002,235
Less Accumulated Provision for Depreciation - Leased Assets	(16,112,104)
Total Utility Plant	11,173,362
Construction Work in Progress	67,939
Net Utility Plant	11,241,301
Current and Accrued Assets	
Cash and Temporary Cash Investments	4,172,898
Accounts Receivable	54,901
Accumulated Provision for Uncollectible Accounts	(4,030)
Receivables from Associated Companies	390,147
Materials and Supplies	666,345
Prepaid Insurance	4,698
Interest Receivable	22,614
Total Current and Accrued Assets	5,307,573
Miscellaneous Deferred Debits	33,207
TOTAL ASSETS AND OTHER DEBITS	$16,582,081

Municipal Electric Utility
Balance Sheet
(continued)

	December 31, 1977
LIABILITIES AND OTHER CREDITS	
Equity of Municipality	$ 4,019,519
Retained Income	
Balance Beginning of Year	11,115,447
Consolidated Net Income	634,643
Prior Years Adjustment	555,084
Total Retained Income	12,305,174
Total Equity of Municipality and Retained Income	16,324,693
Current and Accrued Liabilities	
Accounts Payable	63,392
Payable to Associated Companies	16,520
Customer Deposits	5,891
Payroll Taxes Accrued	97,149
Employee Payroll Deductions	38,535
Miscellaneous Current and Accured Liabilities	34,700
Miscellaneous Operating Reserves	1,201
Total Current and Accrued Liabilities	257,388
TOTAL LIABILITIES AND OTHER CREDITS	$16,582,081

Municipal Electric Utility

Statement of Income

	December 31, 1977
Utility Operating Income	
Lease Revenue	$1,440,000
Operating and Maintenance Expenses	
Maintenance Expenses	117,220
Street Lighting Engineering	122,410
General and Administrative Expenses	329,695
Depreciation	392,034
Taxes Other Than Income	11,619
Income Taxes	18,660
Garage Expenses	59,494
Total Operating and Maintenance Expenses	1,051,132
Operating Income	388,868
Other Income	
Interest Income from Investments	182,570
Miscellaneous and Sundry	63,205
Total Other Income	245,775
NET INCOME	$ 634,643

Municipal Electric Utility

Statement of Budgeted Net Revenues

Year Ending December 31, 1978

Utility Operating Income	
Lease Revenue	$1,440,000
Operating and Maintenance Expenses	
Maintenance Expenses	126,000
Street Lighting Engineering	94,765
Street Lighting Warehouse	57,334
Administrative Department	27,000
General and Administrative Expenses	337,700
Taxes Other Than Income	13,200
Income Taxes	20,000
Total Operating and Maintenance Expenses	675,999
Operating Net Revenues	764,001
Other Income	208,300
PRO FORMA NET REVENUES	$ 972,301

Municipal Water Pollution Control Utility

Comparative Balance Sheet

ASSETS AND OTHER DEBITS	December 31, 1977	December 31, 1976
Utility Plant		
Utility Plant in Service	$36,879,587	$35,958,911
Less Accumulated Depreciation	(9,808,287)	(9,141,718)
Total Utility Plant	27,071,300	26,817,193
Construction Work in Progress	32,986,375	27,621,279
Net Utility Plant	60,057,675	54,438,472
Sinking Fund	1,269,083	1,307,660
Current and Accrued Assets		
Cash and Temporary Cash Investments	4,986,254	8,122,045
Accounts Receivable	4,991,205	3,218,658
Accumulated Provision for Uncollectible Accounts	(37,629)	(41,373)
Receivables from Associated Companies	49,962	49,265
Materials and Supplies	29,239	32,012
Prepaid Insurance	36,102	18,557
Interest Receivable	-0-	-0-
Total Current and Accrued Assets	10,055,133	11,399,164
Miscellaneous Deferred Debits	98,179	106,027
TOTAL ASSETS AND OTHER DEBITS	$71,480,070	$67,251,323

Municipal Water Pollution Control Utility
Comparative Balance Sheet
(continued)

	December 31, 1977	December 31, 1976
LIABILITIES AND OTHER CREDITS		
Equity of Municipality	$ 8,642,700	$ 8,642,700
Retained Income		
Balance Beginning of Year	8,356,746	8,194,123
Net Income (Loss)	(302,582)	162,624
Total Retained Income	8,054,164	8,356,747
Total Equity of Municipality and Retained Income	16,696,864	16,999,447
Long-Term Debt		
Bonds	11,745,000	12,090,000
Other	100,312	50,261
Total Long-Term Debt	11,845,312	12,140,261
Current and Accrued Liabilities		
Current Portion - Long-Term Debt	362,107	334,600
Accounts Payable	793,329	432,632
Payable to Associated Companies	111,535	122,086
Taxes Accrued	35,750	34,517
Tax Collections Payable	27,255	23,393
Miscellaneous Current and Accrued Liabilities	79,001	68,888
Accrued Bond Interest Payable	299,629	307,556
Deferred Credits - Federal and State Grants	4,477,084	2,746,048
Operating Reserves - Miscellaneous	12,936	17,709
Total Current and Accrued Liabilities	6,198,626	4,087,429
Contributions in Aid of Construction	36,739,268	34,024,186
TOTAL LIABILITIES AND OTHER CREDITS	$71,480,070	$67,251,323

Municipal Water Pollution Control Utility

Comparative Statement of Income

	Year Ending December 31, 1977	1976
Operating Revenues	$3,886,274	$3,684,039
Operating Expenses		
Operation Expense	2,478,554	2,005,047
Maintenance Expense	496,014	463,154
Depreciation Expense	673,716	619,612
Taxes Other Than Income Taxes	114,424	111,764
Total Operating Expenses	3,762,708	3,199,577
Operating Income	123,566	484,462
Other Income	633,490	660,194
Other Deductions	328,830	233,515
NET INCOME BEFORE DEBT SERVICE	$ 428,226	$ 911,141

Municipal Water Pollution Control Utility

Statement of Budgeted Net Revenues

Year Ending December 31, 1978

Operating Revenues (1)	$4,050,000
Operating Expenses	
Operation Expense	3,179,761
Maintenance Expense	473,755
Taxes Other Than Income Taxes	123,000
Total Operating Expenses	3,776,516
Operating Income (Loss)	273,484
Other Income	638,100
Other Income Deductions	331,104
PRO FORMA NET REVENUES	$ 580,480

(1) Not including revenues from approximate 40% rate increase enacted in September 1978.

Municipal Water Pollution Control Utility

Combined Amortization Schedule of Revenue Bonds of 1959, 1961, 1970 and 1975

Date	Total Bonds Outstanding	Bonds of 1975	Bonds of 1959, 1961, 1970	Total Annual Requirement
8-1-78	$12,090,000	$ 567,550	$ 495,560	$ 1,063,110
8-1-79	11,745,000	568,100	500,248	1,068,348
8-1-80	11,375,000	567,950	494,218	1,062,168
8-1-81	10,990,000	557,100	507,836	1,064,936
8-1-82	10,580,000	566,250	500,488	1,066,738
8-1-83	10,145,000	569,000	497,992	1,066,992
8-1-84	9,685,000	560,700	504,980	1,065,680
8-1-85	9,200,000	557,050	510,942	1,067,992
8-1-86	8,685,000	552,700	515,628	1,068,328
8-1-87	8,140,000	542,650	524,254	1,066,904
8-1-88	7,565,000	547,250	521,362	1,068,612
8-1-89	6,955,000	555,450	512,588	1,068,038
8-1-90	6,310,000	588,225	483,650	1,071,875
8-1-91	5,625,000	647,750	429,426	1,077,176
8-1-92	4,895,000	547,075	530,688	1,077,763
8-1-93	3,940,000	681,275	401,962	1,083,237
8-1-94	3,295,000	825,400	256,850	1,082,250
8-1-95	2,420,000	843,150	246,100	1,089,250
8-1-96	1,480,000	825,580	-	825,580
8-1-97	740,000	777,000	-	777,000
		12,447,205	8,434,772	20,881,977
		------ Divide by 19 years ------		
Average Annual Debt Service		$ 655,116	$ 443,935	$ 1,099,051

APPENDIX A

ACCOUNTANT'S REPORT

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

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BERNARD T. PERRY
Certified Public Accountant
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INDIANAPOLIS, INDIANA 46202
(317) 924-5543

December 1, 1978

Common Council
City of Fort Wayne
Fort Wayne, Indiana

Gentlemen and Madam:

We have reviewed the financial position of the Fort Wayne Water Works at June 30, 1978 and the operating year then ended for the purpose of presentation of such financial data and other information as an appendix to the Official Statement of the City pursuant to the City's issuance and sale of $18,000,000 Water Works Revenue Bonds of 1978.

The Common Council and Public Service Commission of Indiana have heretofore adopted and approved rate and bond ordinances which implement collection, in our opinion, of a new schedule of rates from the users of the City's waterworks sufficient to permit the issuance and sale of the bonds referred to above.

We have reviewed said bond and rate ordinances in conjunction with the financial position of the Fort Wayne Water Works as of June 30, 1978 and the operating year then ended and in our opinion:

(1) The bonds proposed to be issued will rank at issuance on a parity with all bonds of the waterworks now issued and outstanding; and

(2) The new schedule of rates and charges referred to above as approved by the Common Council and the Public Service Commission of Indiana constitute charges which are nondiscriminatory, reasonable and just within the meaning of I.C. 8-1-2-96; and

(3) The profit included in the new schedule of rates and charges constitutes not more than a reasonable profit on the investment of the City in its municipally-owned and operated waterworks, within the meaning of I.C. 8-1-2-96.

Information provided hereafter has been taken from the books and records of the City's waterworks by us on an unaudited basis and accordingly we express no opinion in respect of the financial statements or supplemental data provided herein. Further, certain pro forma data relative to future revenue collections, expenses, coverage and income of the City's waterworks has been set forth in exhibits hereafter which we, of course, cannot predict the accuracy of and therefore do not represent that such statements can be relied upon by the City or prospective purchasers of the Revenue Bonds.

Respectfully submitted,

s/s Bernard T. Perry
Bernard T. Perry, CPA

EXHIBIT A

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Comparative Balance Sheet

ASSETS AND OTHER DEBITS

	June 30, 1978	December 31, 1977	December 31, 1976
Utility Plant			
Utility Plant in Service	$39,596,506	$39,436,990	$38,173,294
Less: Accumulated Depreciation	(11,044,644)	(10,717,933)	(10,053,084)
Total Utility Plant	28,551,862	28,719,057	28,120,210
Construction Work In Progress	837,514	180,427	200,841
Net Utility Plant	29,389,376	28,899,484	28,321,051
Sinking Fund	1,120,971	608,953	860,795
Depreciation Fund	65,503	373,323	211,257
Current and Accrued Assets			
Cash and Temporary Cash Investments	586,025	311,752	144,871
Accounts Receivable	757,675	785,173	613,181
Accumulated Provision for Uncollectible Accounts	(23,192)	(17,266)	(16,413)
Receivables From Associated Companies	8,677	17,055	10,005
Materials and Supplies	483,477	452,354	412,194
Prepaid Insurance	37,774	83,927	38,562
Interest Receivable	4,761	933	5,754
Total Current and Accrued Assets	1,855,197	1,633,928	1,208,154
Deferred Debits			
Unamortized Debt Discount and Expense	54,156	56,224	60,479
Miscellaneous Deferred Debits	52,103	58,556	77,779
Total Deferred Debits	106,259	114,780	138,258
TOTAL ASSETS AND OTHER DEBITS	$32,537,306	$31,630,468	$30,739,515

(Prepared without audit and subject to comments of transmittal letter.)

FORT WAYNE WATER WORKS
Fort Wayne, Indiana
Comparative Balance Sheet

EXHIBIT A
(continued)

LIABILITIES AND OTHER CREDITS

	June 30, 1978	December 31, 1977	December 31, 1976
Equity of Municipality and Retained Income			
Equity of Municipality	$ 601,034	$ 601,034	$ 601,034
Retained Income	15,132,107	14,941,561	14,492,861
Total Equity of Municipality and Retained Income	15,733,141	15,542,595	15,093,895
Long-Term Debt - Bonds	5,570,000	5,730,000	5,890,000
Current and Accrued Liabilities			
Current Portion - Long-Term Debt	160,000	160,000	160,000
Accounts Payable	146,749	215,720	173,200
Payable to Associated Companies	909,744	90,865	145,359
Customer Deposits	101,597	97,820	89,728
Payroll Taxes Accrued	166,854	149,173	119,223
Employee Payroll Deductions	80,448	55,230	54,593
Miscellaneous Current and Accrued Liabilities	221,937	129,912	105,716
Accrued Bond Interest Payable	149,573	153,773	157,973
Operating Reserves - Miscellaneous	12,283	12,691	18,184
Total Current and Accrued Liabilities	1,949,185	1,065,184	1,023,976
Deferred Credits - Advances for Construction	11,972	27,335	23,677
Contributions In Aid of Construction	9,273,008	9,265,354	8,707,967
TOTAL LIABILITIES AND OTHER CREDITS	$32,537,306	$31,630,468	$30,739,515

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT B

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Comparative Income Statement

	Year Ending June 30, 1978	Year Ending December 31, 1977	Year Ending December 31, 1976
Operating Revenues	$6,871,586	$6,622,104	$5,613,393
Operating Expenses			
Operation Expense	3,515,598	3,435,326	2,877,358
Maintenance Expense	1,006,601	1,166,828	1,085,275
Depreciation Expense	761,874	755,042	690,462
Taxes Other Than Income Taxes	175,447	175,109	159,516
Gross Income Taxes	101,906	92,244	83,104
Amortization of Other Utility Plant	27,107	30,339	30,484
Total Operating Expenses	5,588,533	5,654,888	4,926,199
Operating Income	1,283,053	967,216	687,194
Other Income	126,341	114,255	100,016
Other Deductions	624,280	632,771	546,017
Net Income	$ 785,114	$ 448,700	$ 241,193

(Prepared without audit and subject to comments of transmittal letter.)

SCHEDULE B-1

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Detail of Operating Revenues
Year Ended June 30, 1978

Metered Sales - General Customers	$5,893,097
Unmetered Sales - General Customers	1,138
Fire Protection - Public	408,228
- Private	135,783
Other Sales to Public Authorities	117,055
Sales for Resale	200,261
Interdepartmental Sales	12,407
Miscellaneous Service Revenues	102,375
Rent from Water Property	1,242
Total Operating Revenues	$6,871,586

(Prepared without audit and subject to comments of transmittal letter.)

SCHEDULE B-2

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Detail of Operating Expenses

	Year Ending June 30, 1978	Year Ending December 31, 1977	Year Ending December 31, 1976
Source of Supply Expenses			
Operation Labor and Expenses	$ 32,056	$ 28,071	$ 29,437
Total Source of Supply Expenses	32,056	28,071	29,437
Pumping Expenses			
Fuel or Power Purchased for Pumping	287,368	264,368	232,121
Pumping Labor and Expenses	134,443	135,637	133,007
Total Pumping Expenses	421,811	400,005	365,128
Water Treatment Expenses			
Operation Supervision and Engineering	23,539	21,827	20,121
Chemicals	825,280	854,951	697,523
Operation Labor and Expenses	233,575	232,051	227,520
Miscellaneous Expenses	235,661	211,968	235,198
Total Water Treatment Expenses	1,318,055	1,320,797	1,180,362
Transmission and Distribution Expenses			
Transmission and Distribution Lines Expenses	73,835	70,579	97,762
Meter Expenses	136,970	141,056	62,829
Customer Installations Expenses	96,404	102,893	20,222
Miscellaneous Expenses	-	-	41,330
Total Transmission and Distribution Expenses	307,209	314,528	222,143
Customer Accounts Expenses			
Meter Reading Expenses	112,021	106,566	100,182
Customer Records and Collection Expenses	330,040	332,084	281,774
Uncollectible Accounts	32,000	34,000	15,450
Total Customer Accounts Expenses	474,061	472,650	397,406
Administrative and General Expenses			
Administrative and General Salaries	198,398	206,144	202,294
Office Supplies and Other Expenses	22,477	19,511	12,251
Outside Services Employed	60,187	51,463	20,869
Property Insurance	67,692	70,668	55,950
Injuries and Damages	3,997	2,152	5,508
Employee Pensions and Benefits	532,578	476,096	278,373
Miscellaneous General Expenses	26,890	24,254	64,080
Rents	50,187	48,987	43,557
Total Administrative and General Expenses	962,406	899,275	682,882
Total Operating Expenses	$3,515,598	$3,435,326	$2,877,358

(Prepared without audit and subject to comments of transmittal letter.)

SCHEDULE B-3

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Detail of Maintenance Expenses

	Year Ending June 30, 1978	Year Ending December 31, 1977	Year Ending December 31, 1976
Source of Supply			
Maintenance of Collecting and Impounding Reservoirs	$ 19,600	$ 18,328	$ 14,304
Maintenance of Supply Mains	5,724	6,482	7,697
Total Source of Supply	25,324	24,810	22,001
Pumping Expenses			
Maintenance of Structures and Improvements	12,360	9,115	9,038
Maintenance of Power Production Equipment	26	3,468	64
Maintenance of Pumping Equipment	21,964	26,171	15,035
Total Pumping Expenses	34,350	38,754	24,137
Water Treatment Expenses			
Maintenance of Structures and Improvements	20,229	18,576	18,699
Maintenance of Water Treatment Equipment	137,616	138,147	102,996
Total Water Treatment Expenses	157,845	156,723	121,695
Transmission and Distribution Expenses			
Maintenance of Transmission and Distribution Mains	324,604	417,038	414,282
Maintenance of Services	196,583	253,470	238,287
Maintenance of Meters	58,368	60,326	96,676
Maintenance of Hydrants	55,455	55,447	57,394
Miscellaneous Plant	154,072	160,260	110,803
Total Transmission and Distribution Expenses	789,082	946,541	917,442
Total Maintenance Expenses	$1,006,601	$1,166,828	$1,085,275

(Prepared without audit and subject to comments of transmittal letter.)

SCHEDULE B-4

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Detail of Taxes and Other Income and Deductions

	Year Ending June 30, 1978	Year Ending December 31, 1977	Year Ending December 31, 1976
Taxes Other Than Income Taxes			
Social Security Taxes - FICA	144,780	144,152	142,275
State Unemployment Taxes	3,704	4,580	6,500
Sales Tax Accrual	26,963	26,377	10,741
Total Taxes Other Than Income Taxes	175,447	175,109	159,516
Other Income			
Interest Income from Investments	66,651	49,410	45,579
Miscellaneous and Sundry	59,691	64,845	54,437
Total Other Income	126,342	114,255	100,016
Other Deductions			
Amortization of Debt Discount and Expenses	4,168	4,254	4,569
Interest on Long-Term Debt Revenue Bonds	299,131	307,535	315,945
Contributions in Lieu of Taxes	320,982	320,982	225,503
Total Other Deductions	624,281	632,771	546,017

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT C

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Project Cost Summary

Construction Costs	
A. Contract 77-W-2 Filtration Plant Additions	$14,728,000
B. Contract 77-W-3 St. Joseph Dam and Pump Station Additions	789,500
C. Contract 77-W-4 St. Joseph Dam Pumping Station Equipment	271,480
D. Construction Contingencies (5.8%)	979,020
Total Construction Costs	16,768,000
Non-Construction Costs	
E. Engineering - Planning	510,000
- During Construction	270,000
- Resident	250,000
F. Other Costs:	
Public Service Commission - Statutory Fee	45,000
- Staff Costs	15,000
Bond Counsel Approval Fee	30,000
Rate and Bond Studies	12,000
Preparation of Prospectus	30,000
Printing of Prospectus	10,000
Legal and Administrative	50,000
Miscellaneous	10,000
Total Non-Construction Costs	1,232,000
Total Project Costs	$18,000,000

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT D

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Amortization Schedule
$18,000,000 Water Works Revenue Bonds of 1978
Maximum Interest Rate - 6¾%

(000 Omitted)

Date	Bonds Outstanding	Bond Retirements	Bond Interest	Annual Requirement
1-1-79	18,000			
1-1-80	18,000	310	1,215	1,525
1-1-81	17,690	330	1,194	1,524
1-1-82	17,360	345	1,172	1,517
1-1-83	17,015	370	1,149	1,519
1-1-84	16,645	390	1,124	1,514
1-1-85	16,255	425	1,097	1,522
1-1-86	15,830	455	1,068	1,523
1-1-87	15,375	490	1,038	1,528
1-1-88	14,885	525	1,005	1,530
1-1-89	14,360	560	969	1,529
1-1-90	13,800	595	932	1,527
1-1-91	13,205	635	891	1,526
1-1-92	12,570	675	848	1,523
1-1-93	11,895	720	803	1,523
1-1-94	11,175	770	754	1,524
1-1-95	10,405	820	702	1,522
1-1-96	9,585	865	647	1,512
1-1-97	8,720	915	589	1,504
1-1-98	7,805	970	527	1,497
1-1-99	6,835	965	461	1,426
1-1-00	5,870	1,025	396	1,421
1-1-01	4,845	1,555	327	1,882
1-1-02	3,290	1,650	222	1,872
1-1-03	1,640	1,640	111	1,751
Total Requirement		$18,000	$19,241	$37,241

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT E

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Combined Amortization Schedule
Revenue Bonds of 1967, 1968 and 1978

(000 Omitted)

Date	Bonds Outstanding	Principal and Interest 1967, 1968	Principal and Interest 1978	Total Annual Requirement
1-2-79	23,560			
1-1-80	23,560	470	1,525	1,995
1-1-81	23,070	461	1,524	1,985
1-1-82	22,560	461	1,517	1,978
1-1-83	22,025	461	1,519	1,980
1-1-84	21,455	461	1,514	1,975
1-1-85	20,855	460	1,522	1,982
1-1-86	20,210	448	1,523	1,971
1-1-87	19,535	447	1,528	1,975
1-1-88	18,815	435	1,530	1,965
1-1-89	18,060	433	1,529	1,962
1-1-90	17,260	430	1,527	1,957
1-1-91	16,415	427	1,526	1,953
1-1-92	15,520	424	1,523	1,947
1-1-93	14,575	420	1,523	1,943
1-1-94	13,575	415	1,524	1,939
1-1-95	12,515	410	1,522	1,932
1-1-96	11,395	405	1,512	1,917
1-1-97	10,220	408	1,504	1,912
1-1-98	8,975	411	1,497	1,908
1-1-99	7,655	413	1,426	1,839
1-1-00	6,320	474	1,421	1,895
1-1-01	4,845		1,882	1,882
1-1-02	3,290		1,872	1,872
1-1-03	1,640		1,751	1,751
		9,174	37,241	46,415
		------ Divide by 24 years ------		
Average Annual Requirement		$ 382	$ 1,552	$ 1,934

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT F

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Schedule of Present and Prior Rates

		Prior Rates	Present Rates
(a) **Metered Rates Per 100 Cu. Ft. Per Month**			
First	500 cu. ft.	.696	.912
Next	1,500 cu. ft.	.537	.703
Next	2,500 cu. ft.	.448	.587
Next	7,500 cu. ft.	.413	.541
Next	18,000 cu. ft.	.354	.464
Next	20,000 cu. ft.	.301	.394
Next	50,000 cu. ft.	.266	.348
Next	50,000 cu. ft.	.212	.278
Over	150,000 cu. ft.	.195	.255
(b) **Monthly Minimum Rates**			
⅝ inch		3.48	4.56
¾ inch		5.43	7.11
1 inch		8.85	11.59
1½ inch		17.64	23.11
2 inch		27.14	35.55
3 inch		54.28	71.11
4 inch		90.33	118.33
6 inch		171.63	224.84
8 inch		250.99	328.80
10 inch		376.42	493.11
(c) **Municipal Hydrant Service**			
Per hydrant - per annum		115.64	151.20
(d) **Private Fire Protection Service**			
Per annum - Fire Hydrant		115.64	151.20
	2 inch	76.70	16.80
	3 inch	115.64	37.80
	4 inch	143.96	67.20
	6 inch	211.22	151.20
	8 inch	307.98	258.80
	10 inch	577.02	420.00
	12 inch	577.02	604.80
	16 inch	1,384.00	1,075.20

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT G

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Summary of Fort Wayne Water Rate History

Year Effective	Monthly Charge Minimum Charge	Monthly Charge 1,000 Cubic Feet
1888	.33	.33
1913	.33	.63
1919	.50	1.20
1931	1.00	1.60
1949	1.50	2.80
1951	1.40	2.45
1958	1.95	3.45
1967	2.25	3.97
1968	2.60	4.60
1975	2.95	5.23
1977	3.48	6.17
1978	4.56	8.07

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT H

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Pro Forma Income Statement
Year Ended June 30, 1978

	Per Books	Adjustments DR		Adjustments CR	Pro Forma
Revenues					
Operating Revenues	6,767,969	24,055	(1)	2,098,070	8,841,984
Non-Operating Revenues	103,6177				103,617
Total Revenues	6,871,586	24,055		2,098,070	8,945,601
Operating Expenses					
Operation	3,515,598	84,479	(2)		3,600,077
Maintenance	1,006,601	20,428	(2)		1,027,029
Depreciation	761,874	82,762	(5)		844,636
Taxes	175,447	27,860	(3)		203,307
Gross Income Tax	101,906	17,761	(4)		119,667
Amortization	27,107				27,107
Contribution in Lieu of Taxes	320,982				320,982
Total Operating Expenses	5,909,515	233,290			6,142,805
Net Operating Income	962.071				2,802,796

(Prepared without audit and subject to comments of transmittal letter.)

SCHEDULE H-1

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Detail of Adjustments to
Pro Forma Income Statement

		DR	CR
(1)			
Operating Revenues		24,055	2,098,070
Revenues at Present Rates	6,767,969		
Increase Factor	x31%		
Revenue Increase	2,098,070		
Revenue Decrease - 24,055			

To provide for decrease in private fire protection rates to conform to PSC calculation method.

To calculate estimated revenues at proposed rates.

(2)					
Operation				84,479	
Maintenance				20,428	
Description	**Payroll**	**Increase Factor (%)**	**Adjustment**		
Operation	44,546	4.440	1,978		
Operation	376,031	6.289	23,649		
Operation	694,005	8.488	58,852		
			84,479		
Maintenance	427,707	4.810	20,428		

To normalize 1978 hourly and salary wage increases.

(3)			
Taxes		27,860	

To provide for increased FICA taxes on wages paid in 1977 portion of test year.

(4)			
Gross Income Tax		17,761	
Total Revenues - Proposed Rates	8,945,601		
Less: Non-Taxable Receipts	(966,793)		
Exemption	(1,000)		
	7,977,808		
	x1.5%		
Adjusted	119,667		
Per Books - Test Year	(101,906)		
Adjustment	17,761		

To record gross income tax at applicable rate on total estimated taxable revenues at proposed rates.

(Prepared without audit and subject to comments of transmittal letter.)

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

SCHEDULE H-1
(continued)

Detail of Adjustments to
Pro Forma Income Statement

		DR	CR
(5)			
Depreciation		82,762	
Total Plant - Per Books - June 30, 1978	39,596,506		
Less: Non-Depreciable	(1,287,440)		
	38,309,066		
Proposed Additions	18,000,000		
	56,309,066		
Rate Per Prior Commission Order	x1.5%		
	844,636		
Per Books - June 30, 1978	761,874		
Adjustment	82,762		

To provide for depreciation on proposed improvements.

(Prepared without audit and subject to comments of transmittal letter.)

SCHEDULE H-2

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Calculation of Estimated
Allowance for Contributions in Lieu of Taxes

Net Plant - June 30, 1978	29,389,376
Materials and Supplies - June 30, 1978	483,477
	29,872,853
1/3 Thereof	9,957,618
Civil City Tax Rate - Per $100 Assessed Valuation	$ 3.90
	388,347

(Prepared without audit and subject to comments of transmittal letter.)

EXHIBIT I

FORT WAYNE WATER WORKS
Fort Wayne, Indiana

Schedule of Revenue Requirements and Coverage

	Total	Operation and Maintenance	Depreciation	Bond and Interest
Ordinance Allocation Requirement	100%	61%	10%	29%
Estimated Revenues at Proposed Rates	8,945,601	5,456,817	894,560	2,594,224
Estimated Requirements:				
Pro Forma Operating Expenses	5,298,169	5,298,169		
Pro Forma Depreciation	844,636		844,636	
Maximum Debt Service	1,995,000			1,995,000
	8,137,805	5,298,169	844,636	1,995,000
Coverage - $	807,796	158,648	49,924	599,224
- %	109.9	3.0	5.9	30.0

(Prepared without audit and subject to comments of transmittal letter.)

APPENDIX B

ACTIVE PARTNERS
J. N. HOLLAND O. H. HOLLAND, JR. R. W. FORCE
M. R. VANEYCK S. C. MARTINBEE R. J. SMIT
P. H. BACHTEAL R. F. BATZER P. C. TOLANDS
RETIRED PARTNERS
R. L. McNAMEE W. S. HERBERT J. C. SEELEY

McNamee, Porter and Seeley

2223 PACKARD ROAD · ANN ARBOR, MICH. 48104 · AREA CODE 313 769-9220

Consulting Engineers

November 28, 1978

Board of Public Works
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Attn: Mr. Henry P. Wehrenberg, Chairman

Members of the Board:

In March, 1966 the firm of McNamee, Porter and Seeley submitted to the City of Fort Wayne, a "Report on Water Works Improvements." This comprehensive report outlined additions and improvements to the water works system which were estimated at that time to be adequate to meet water supply requirements expected by about 1985. For planning purposes, the proposed additions and improvements were divided into two major programs. Phase I of the program was undertaken by the City in 1968 and included a new high service pumping station, new sludge disposal facilities, several improvements at the water filtration plant and a new pumped storage raw water reservoir.

The 1966 report recommended that Phase II, which included additional low service pumping capacity and water treatment capacity, be implemented in the 1970's.

McNamee, Porter and Seeley in 1972 updated the 1966 report and issued two supplemental documents concerning additions and improvements to the low service pumping station and water treatment capacity. The 1972 report supplements recommended that a 24 million gallon per day expansion of the water treatment facilities would be the most cost-effective use of the present site and would have a design life of 20 to 30 years based on water demand curves. The recommendations of the 1966 report concerning additional low service pumping capacity was also repeated to provide the additional flow required for the 24 mgd plant expansion.

In March, 1977 the firm of McNamee, Porter and Seeley was engaged to prepare the detailed plans and specifications for a 24 million gallon per day addition to the water filtration plant and additional low service pumping capacity. The proposed additions to the water works system are necessary at this time to enable the City of Fort Wayne to meet present and future water supply requirements of the City and surrounding areas for treated water.

WATER SUPPLY REQUIREMENTS

Present water supply requirements, as evidenced by high service pumpage rates in million gallons per day (mgd) experienced in 1977 and to the present time in 1978, are as follows:

	1977	1978
Average for the year	32.4 mgd	Not available
Average for the maximum month	36.0 mgd	38.3 mgd
Average for the maximum day	45.4 mgd	47.7 mgd
Average for the maximum hour	65.0 mgd	73.5 mgd

The 1978 rates were all time high rates for the categories of maximum day and maximum hour. The 1978 average for the year is also expected to be an all time high.

Future estimated water supply requirements for the next 20 years, or until the year 2000, are expected to be as follows:

Average for the year	45 mgd
Average for the maximum month	56 mgd
Average for the maximum day	72 mgd
Average for the maximum hour	100 mgd

Improvements and additions that are currently proposed are designed to meet these expected water supply requirements.

PROPOSED IMPROVEMENTS

For bidding and construction purposes, the work in connection with increasing the low service pumping capacity and expansion of the water treatment facilities was divided into three separate contracts as follows:

> Contract 77-W-2 includes the construction of the 24 million gallon per day addition to the Three Rivers Filtration Plant and provides for furnishing and erection of all necessary appurtenant equipment.

New facilities in Contract 77-W-2 include complete two-stage mixing, flocculation and sedimentation units and filtration units. Chemical treatment facilities are provided for lime-soda ash softening, clarification, tastes and odors, stabilization, fluoridation and disinfection.

The expansion includes a new chemical building with new chemical storage, handling and feeding equipment, new primary mixing, flocculation and sedimentation basins and equipment, new secondary mixing, flocculation and sedimentation basins and equipment, continuous sludge return to secondary treatment units, new recarbonation basins and equipment, new filters, new chlorination equipment, process control equipment and mechanical and electrical systems for the proposed expansion. The proposed expansion provides good utilization of the present site. The layout of treatment units and service facilities requires changes in the site, including revisions to the plant entrance drive, yard piping and landscaping and improvements to the rail siding for bulk chemical deliveries. In addition, proposed site grading after the additions are constructed will, to the extent practicable, minimize impact on the floodways of the St. Joseph and St. Mary's River.

Contract 77-W-3 includes the erection of the pumping units furnished under Contract 77-W-4, furnishing and erection of new electrical switchgear and motor control equipment, a new travelling water screen, tainter gate hoists, new cone check valves and a new screen wash pump; and other miscellaneous work for a complete installation.

Contract 77-W-4 includes the furnishing of one new complete 72 million gallon per day electric motor driven centrifugal pumping unit and a new impeller and electric motor for an existing centrifugal pump which will also then be rated for 72 million gallons per day.

The method of treatment selected for the expansion and the basis of design of the several unit operations in the treatment process are based on proven methods and performance. The design provides for maximum flexibility in operations and maintenance and will require minimal disruption or upset to the operation of the existing treatment facilities during construction.

The proposed improvements are fully compatible with the existing raw water mains, treatment structures and equipment, filtered water reservoir and high service pumping facilities.

SUMMARY OF COSTS

Bids have been received by the City of Fort Wayne, Board of Public Works for all controls described hereinbefore. Preliminary awards have been made on all contracts.

An itemized summary of costs for all projects is given below:

Construction Costs				
Contract No.	Description	Bid Amount		
77-W-2	Filtration Plant Additions	$14,728,000		
77-W-3	St. Joseph Dam and Pumping Station Additions	789,500		
77-W-4	Furnishing centrifugal pumping unit, replacement of motor and impeller and accessories at the St. Joe Dam pumping station	271,480		
	Total Contract Prices		$15,788,980	
	Construction Contingencies		979,020	
	Total Construction Costs			$16,768,000
Non-Construction Costs				
Engineering	Plans and Specifications		$ 510,000	
	General Engineering During Construction		270,000	
	Resident Engineering		250,000	
	Total Non-Construction Costs			1,030,000
	TOTAL PROJECT COST			$17,798,000

The above summary does not include administrative, legal, bond and financial consulting fees.

Respectfully submitted,

McNAMEE, PORTER AND SEELEY

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APPENDIX C

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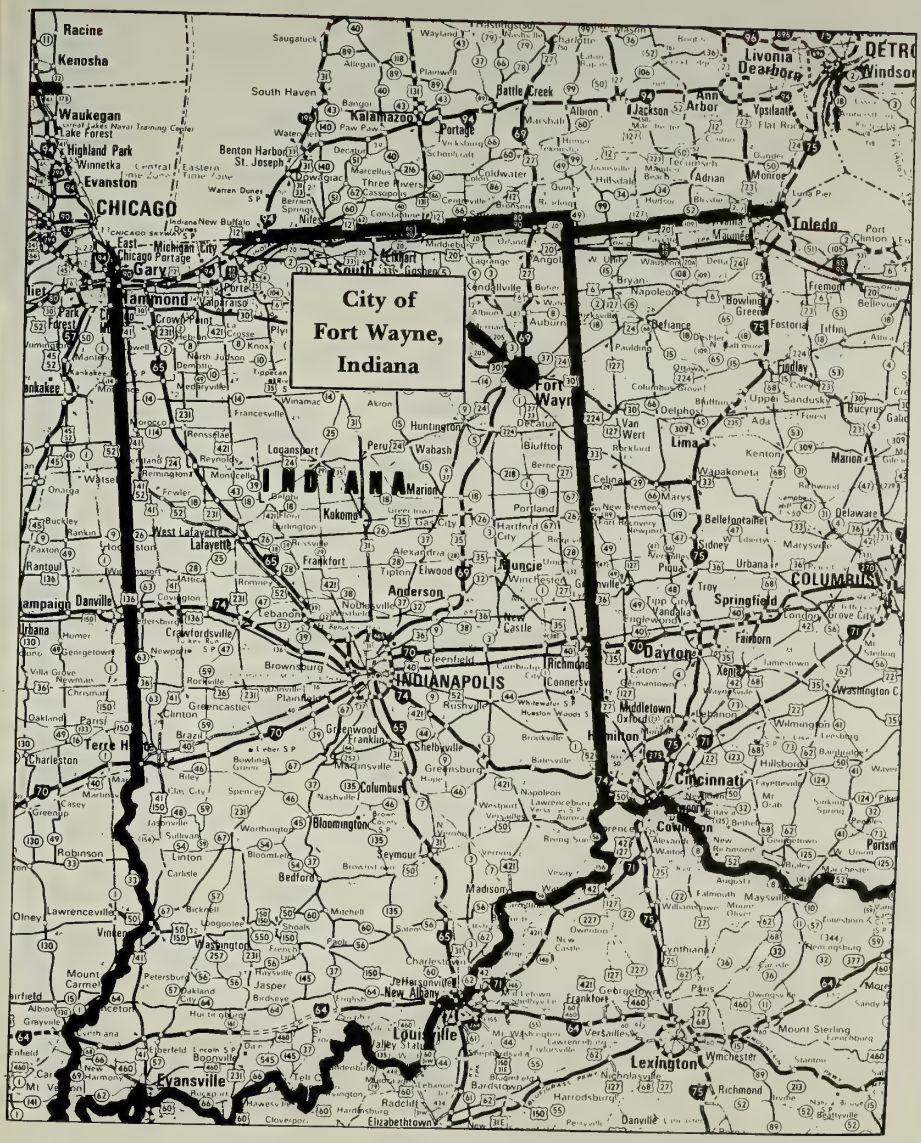
City of
Fort Wayne,
Indiana
CHICAGO
INDIANA
INDIANAPOLIS
Racine
Kenosha
Waukegan
Gary
Hammond
Evansville
Fort Wayne
Toledo
Detroit
Dayton
Cincinnati
Columbus
Springfield
Lexington
Louisville
Kalamazoo
Battle Creek
Jackson
Ann Arbor
Lansing
Flint
Saginaw
Bay City
Grand Rapids
Muskegon
Benton Harbor
St. Joseph
South Bend
Elkhart
Michigan City
Lafayette
Kokomo
Muncie
Anderson
Terre Haute
Bloomington
Evansville
New Albany
Jeffersonville
Richmond
Hamilton
Middletown
Springfield
Zanesville
Cambridge
Marietta
Portsmouth
Ashland
Mansfield
Sandusky
Findlay
Defiance
Bowling Green
Fremont
Lima
Marion
Delaware
Columbus
Chillicothe
Ironton
Huntington
Ashland
Pikeville
Hazard
Middlesboro
Corbin
Somerset
Danville
Frankfort
Winchester
Richmond
Mount Sterling
Maysville
Ashland
Elizabethtown
Radcliff
Hardinsburg
Owensboro
Henderson
Madisonville
Hopkinsville
Paducah
Cairo
Carbondale
Mount Vernon
Effingham
Olney
Lawrenceville
Vincennes
Washington
Petersburg
Jasper
Huntingburg
Rockport
Boonville
Princeton
Mount Carmel
Albion
Grayville
Enfield
Carmi
Harrisburg
Metropolis
Golconda
Shawneetown
Eldorado
Harrisburg
Marion
Herrin
Carbondale
Centralia
Salem
Flora
Olney
Robinson
Clay City
Greenup
Charleston
Mattoon
Effingham
Casey
Martinsville
Terre Haute
Rockville
Crawfordsville
Lafayette
West Lafayette
Frankfort
Tipton
Kokomo
Peru
Wabash
Huntington
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Decatur
Portland
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Muncie
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Richmond
Connersville
Greensburg
Shelbyville
Franklin
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Seymour
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Aurora
Lawrenceburg
Versailles
Georgetown
Frankfort
Lexington
Winchester
Richmond
Harrodsburg
Danville
Stanford
Somerset
Corbin
Middlesboro
Pikeville
Hazard
Ashland
Maysville
Portsmouth
Ironton
Chillicothe
Athens
Zanesville
Cambridge
Marietta
Parkersburg
Wheeling
Steubenville
Weirton
Canton
Akron
Cleveland
Lorain
Elyria
Sandusky
Bucyrus
Galion
Mansfield
Ashland
Wooster
Orrville
Massillon
Canton
Alliance
Youngstown
Warren
Ravenna
Kent
Akron
Medina
Wadsworth
Norwalk
Fostoria
Tiffin
Findlay
Bowling Green
Defiance
Napoleon
Bryan
Wauseon
Archbold
Delta
Swanton
Sylvania
Maumee
Toledo
Port Clinton
Lake Erie
Monroe
Adrian
Hillsdale
Coldwater
Three Rivers
Sturgis
Centreville
Constantine
Niles
Buchanan
Dowagiac
Cassopolis
Paw Paw
Watervliet
Benton Harbor
St. Joseph
Berrien Springs
Warren Dunes S.P.
Michigan City
La Porte
Valparaiso
Chesterton
Dunes S.P.
Hammond
Whiting
East Chicago
Indiana Harbor
Gary
Portage
Chicago Skyway
Indiana Toll Road
Lake Michigan
Lake Forest
Highland Park
Winnetka
Evanston
Waukegan
Great Lakes Naval Training Center
Kenosha
Racine
Wisconsin
Illinois
Michigan
Ohio
Kentucky
Indiana

66-288-4 H.I
12/28/78

HARRY T. ICE
JAMES V. DONADIO
KENNETH FOSTER
R. STANLEY LAWTON
DAVID N. BREWER
ALAN T. NOLAN
ROBERT D. PITCH
DONALD F. ELLIOTT, JR.
LELAND B. CROSS, JR.
DONALD G. SUTHERLAND
JIM A. O'NEAL
GEORGE B. GAVIT
EDWARD J. GHEZZER
ALAN H. LOGLEY
JOHN A. GRAYSON
JAMES E. HAWES, JR.
LEONARD J. SETLEY
JEROME M. STRAUSS
ROBERT D. McCORD, JR.
JAMES S. TOLFER
EVAN E. STEGER
WILLIAM R. PIGGS
BERKLEY W. DUCK, III
RALPH A. COHEN
JACK R. SNYDER
CHARLES E. WILSON
BRUCE A. POLIZOTTO
J. DANIEL KELLEY, JR.
ARTHUR R. KALLATS
SAMUEL P. BORN, II
DAVID M. MATTINGLY

MERLE H. MILLER
OF COUNSEL

GEORGE P. RYAN
1900-1977

ICE MILLER DONADIO & RYAN

(FORMERLY ROSS McCORD ICE & MILLER)

10TH FLOOR III MONUMENT CIRCLE

AREA CODE 317 635-1213

INDIANAPOLIS

46204

JAMES R. FISHER
MARGARET C. ATTRIDGE
MARTIN J. KLAPER
JAMES D. KEMPER
WILLIAM L. SKEES, JR.
RICHARD E. PARKER
BRUCE A. CORDINGLEY
CORY BRUNDAGE
THOMAS H. RISTINE
PHILLIP F. SCALETTA
DAVID J. HALLON, JR.
BARTON T. SPRUNGER
W. C. BLANTON
MELVIN K. TRACHT
JOHN A. ECKSTEIN
SUSAN B. TABLER
MICHAEL H. SOLUT
WAYNE E. GRESHAM
CHARLES E. GREER
JAMES L. PETERSEN
MICHAEL S. PASIAN
DAVID L. GRAY
JAMES A. SHANAHAN
PHILIP C. SENETOS
BYRON L. MYERS
JAMES S. CUNNING
JOAN GOODLOVE
JAMES H. DOBSON
NEIL J. BLOKER
ROBERT W. ELLIOTT, JR.
RICHARD L. MADDOX
RICHARD A. SIEGLY
PHILIP A. WHISTLER
JAMES F. GALLAGHER

DEC 28 1978

John Nuveen & Co. Incorporated
Summers & Company, Inc.
and Associates

Gentlemen:

Re: Waterworks Revenue Bonds of 1978, City of Fort Wayne, Allen County, Indiana; Total issue $18,000,000; Dated December 1, 1978; Denomination $5,000; Interest payable on July 1, 1979, and semi-annually thereafter, at the following rates:

Bonds No. 1 to 525 incl., 6-3/4% per annum;
Bonds No. 526 to 1221 incl., 6-1/2% per annum;
Bonds No. 1222 to 2426 incl., 6% per annum;
Bonds No. 2427 to 3600 incl., 6-1/2% per annum;

Registrable as to principal; Maturing on January 1 in the years and amounts as follows:

Year	Amount	Year	Amount	Year	Amount
1980	$310,000	1986	$525,000	1996	$ 865,000
1981	330,000	1989	560,000	1997	915,000
1982	345,000	1990	595,000	1998	970,000
1983	370,000	1991	635,000	1999	965,000
1984	390,000	1992	675,000	2000	1,025,000
1985	425,000	1993	720,000	2001	1,555,000
1986	455,000	1994	770,000	2002	1,650,000
1987	490,000	1995	820,000	2003	1,640,000

Bonds maturing on January 1, 1990, and thereafter, redeemable at the option of the City prior to maturity as stated in the face of the bonds.

We have examined a certified transcript containing (a) proceedings relative to the construction of certain extensions and additions to the municipal waterworks and the authorization, issuance and sale of the above described bonds; (b) order of

the Public Service Commission of Indiana approving the issuance of said bonds and certifying as to the sufficiency of the revenues for bond service; and (c) certificate relative to the award of said bonds. We have also examined: statement of Seymour Schwartz, Certified Public Accountant of Indianapolis, Indiana, as to compliance with the requirements for the issuance of additional parity bonds; certificates showing due execution and delivery of said bonds and no litigation pending as of the date of delivery of said bonds; also executed bond No. 1.

Upon the facts set forth in these papers, we are of the following opinion:

1. That the Indiana Code, Title 19, Article 3, Chapter 17 (formerly Chapter 155 of the Acts of the Indiana General Assembly for the year 1929, as amended), pursuant to which said bonds are being issued, is constitutional, and that the City of Fort Wayne has taken all of the necessary legal steps, in regular and due form, as required by the constitution and laws of Indiana, to authorize the issuance, execution, sale and delivery of the bonds covered by this opinion.

2. That the bonds covered by this opinion have all of the qualities of negotiable instruments under the laws of the State of Indiana, and are valid and binding special revenue obligations of the City of Fort Wayne, Indiana, in accordance with the terms and provisions thereof; that the principal of and interest on the bonds covered by this opinion, certain bonds designated "Waterworks Revenue Bonds of 1967," issued under date of November 1, 1967, outstanding in the amount of $2,765,000, bearing interest at the rate of 5% per annum, and maturing serially over a period ending on January 1, 2000, and certain bonds designated "Waterworks Revenue Bonds of 1968," issued under date of December 1, 1968, outstanding in the amount of $2,965,000, bearing interest at the rates of 5-1/2% and 5.40% per annum, depending upon the maturities, and maturing serially over a period ending on January 1, 2000, all ranking on a parity, are secured by a pledge of and are payable solely out of a special fund heretofore legally established and designated as the "Bond and Interest Redemption Account," to which fund there has been legally pledged 29% of the gross revenues of the municipally owned waterworks system of said City; that the City reserves the right to authorize and issue additional bonds ranking on a parity with the bonds covered by this opinion upon terms and conditions more particularly set forth in the ordinance authorizing the issuance of the bonds covered by this opinion.

In our opinion, the interest on these bonds is exempt from federal income taxes under the existing federal statutes, decisions, regulations and rulings, and these bonds and the income therefrom, under existing state laws, regulations and rulings, are exempt from taxation in the State of Indiana, except the state inheritance tax.

Very truly yours,

Ice Miller Donadio & Ryan

(Revenue Bonds

SIGNATURE AND NO LITIGATION CERTIFICATE

We, the undersigned officers of the City of Fort Wayne, Indiana, do hereby certify that we have officially executed the bonds described as follows:

Designation:	Waterworks Revenue Bonds of 1978
Total issue:	$18,000,000
Dated:	December 1, 1978
Interest rate or rates:	Bonds No. 1 to 525 incl., 6-3/4% Bonds No. 526 to 1221 incl., 6-1/2% Bonds No. 1222 to 2426 incl., 6% Bonds No. 2427 to 3600 incl., 6-1/2%
Denominations:	$5,000
Maturities:	On January 1 in the years and amounts as follows:

Year	Amount	Year	Amount	Year	Amount
1980	$310,000	1988	$525,000	1996	$ 865,000
1981	330,000	1989	560,000	1997	915,000
1982	345,000	1990	595,000	1998	970,000
1983	370,000	1991	635,000	1999	965,000
1984	390,000	1992	675,000	2000	1,025,000
1985	425,000	1993	720,000	2001	1,555,000
1986	455,000	1994	770,000	2002	1,650,000
1987	490,000	1995	820,000	2003	1,640,000

being on the date of such execution and on the date hereof, the duly chosen, qualified and acting officers authorized to execute said bonds and holding the offices indicated by the official titles opposite our names.

We further certify that there is no litigation of any nature now pending or to our knowledge threatened in any way relating to, affecting or questioning the issuance, sale, execution or delivery of said bonds, or of any of the proceedings had or actions taken leading up to the execution and delivery of the same, or the construction or operation of the project on account of which said bonds are issued, or the fixing, charging or collection of adequate rates or charges to operate and maintain said project, or pay the interest on or principal of said bonds, or otherwise affecting or questioning the validity of said bonds; that neither the corporate existence nor the boundaries of said issuing unit, nor the title of the undersigned officers to their respective offices is being contested, and that no proceedings or authority for the issuance, sale, execution or delivery of said bonds have or has been repealed, rescinded or revoked.

The undersigned further certify that the facsimile signature or signatures appearing on each bond and on each of the coupons attached to said bonds have been affixed thereto with their knowledge and consent and hereby are adopted.

We further certify that the seal which has been impressed upon all of said bonds and upon this certificate is the legally adopted, proper and only official corporate seal.

(SEAL)

WITNESS our hands and said corporate seal this 28th day of December, 19__.

Signatures	Official Titles
Robert E. Armstrong	Mayor
William P. Schnizer	City Controller
Charles W. Westerman	City Clerk

foregoing signatures and signatures upon each of the foregoing described bonds guaranteed as those of the officers respectively designated above.

INDIANA BANK AND TRUST COMPANY
(Name of Bank)

By Richard T. Doermer
(Signature of Officer)
(Richard T. Doermer)

President
(Title of Officer)

CERTIFICATE OF DELIVERY AND PAYMENT

I hereby certify that I have delivered to:

John Nuveen & Co. Incorporated
Summers & Company, Inc.
and Associates

the following described bonds of the City of Fort Wayne, Indiana:

Designation: Waterworks Revenue Bonds of 1978
Total issue: $18,000,000
Dated: December 1, 1978
Interest rate or rates:
Bonds No. 1 to 525 incl., 6-3/4%
Bonds No. 526 to 1221 incl., 6-1/2%
Bonds No. 1222 to 2426 incl., 6%
Bonds No. 2427 to 3600 incl., 6-1/2%

Denominations: $5,000
Maturities: On January 1 in the years and amounts as follows:

Year	Amount	Year	Amount	Year	Amount
1980	$310,000	1988	$525,000	1996	$ 865,000
1981	330,000	1989	560,000	1997	915,000
1982	345,000	1990	595,000	1998	970,000
1983	370,000	1991	635,000	1999	965,000
1984	390,000	1992	675,000	2000	1,025,000
1985	425,000	1993	720,000	2001	1,555,000
1986	455,000	1994	770,000	2002	1,650,000
1987	490,000	1995	820,000	2003	1,640,000

I further certify that I have received from said purchaser payment for said bonds as follows:

Face value. . . . . $ 18,000,000.00

Accrued interest. . . $ 85,982.81

Premium . . . . . $ 3,600.00

Total . . . . . $ 18,089,582.81

I further certify that said delivery and payment is in accordance with the terms of the bid accepted for said bonds, and that the terms of said bid have been fully complied with by the purchaser or purchasers.

I further certify that I am the officer authorized by law to receive payment for and deliver said bonds, and that all of said bonds have been executed by the officers now holding the offices indicated on said bonds.

Dated this 28TH day of December, 1978.

Dorothy E. Myers
(Signature of Officer)

Treasurer of Allen County, ex officio
Treasurer of the City of Fort Wayne
(Title of Officer)

66-288-3 H.I

12/28/78

CITY UTILITIES
City-County Building Room No. 440
One Main Street
Fort Wayne, Indiana 46802
Telephone (219) 423-7361

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PUBLIC SERVICE COMMISSION
OF INDIANA
ENGINEERING DEPT.

SCHEDULE OF WATER RATES AND CHARGES

Customers may make payments except for connection charges at the above utility business office or at such other locations as may be designated by the Water Utility. Customers may also make inquiries, service requests and complaints except as noted below at the above business address.

Customers may make service requests for connections and reconnections at the New Water and Sewage Permit Department, City-County Building Room No. 780, Telephone No. (219) 423-7304.

Customers may address complaints on water quality, water flow and leaks to the following location:

City Utilities
Water Construction Department
415 East Wallace Street
Fort Wayne, Indiana 46803
Telephone (219) 423-7521

The attached rates and charges are issued to govern the rendering of water utility service, and every prospective user upon the signing of and applications for water service, or upon the taking of water service, shall be bound thereby. A copy of the Schedule of Rates and Charges as approved by the Public Service Commission of Indiana shall be on file and open to public inspection at the Commission's Office and at the above noted Utility Business Office. Listed water utility services are available to applicants who are located on the utility's mains suitable and adequate for supplying the service requested.

ISSUED PURSUANT TO
ORDER NUMBER
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DATE
PUBLIC SERVICE COMMISSION

Business procedures include:

Usage Period,	Fire Service	Annual
Usage Period,	Other	Monthly
Billing Period,	Fire Service	Quarterly
Billing Period,	Other	Monthly
Cycle Billing		Daily
Budget Billing		

Remote reader charge may be paid with one single payment or twelve equal installments.

Issuing Officer: Edmund A. Stanczak, Jr.
General Superintendent, City Utilities

Signature Edmund A. Stanczak Jr. Date 12/18/78

(A) GENERAL SERVICE METERED RATES

Available to residential, commercial, and resale applicants. For use of and service rendered by the Water Utility of Fort Wayne, based upon the use of water supplied by said utility.

Consumption Block Schedule		Monthly Rate Per 100 Cubic Feet
First	500 cu. ft.	$ .912
Next	1,500 cu. ft.	.703
Next	2,500 cu. ft.	.587
Next	7,500 cu. ft.	.541
Next	18,000 cu. ft.	.464
Next	20,000 cu. ft.	.394
Next	50,000 cu. ft.	.348
Next	50,000 cu. ft.	.278
Over	150,000 cu. ft.	.255

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(B) METERED USER MINIMUM SCHEDULE

Each user shall pay a minimum charge in accordance with the following applicable size of meter installed, for which the user will be entitled to the quantity of water set out in the above schedule of rates.

Meter Schedule		Monthly Minimum Rate
5/8	inch	$ 4.56
3/4	inch	7.11
1	inch	11.59
1 1/2	inch	23.11
2	inch	35.55
3	inch	71.11
4	inch	118.33
6	inch	224.84
8	inch	328.80
10	inch	493.11

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OF INDIANA
ENGINEERING DEPT.

(C) SUBURBAN SURCHARGE

All charges for service to customers situated outside the corporate limits of the City of Fort Wayne having availability for all of the foregoing rates shall be one hundred thirty-five per cent (135%) of the rates computed by application of the foregoing tariffs.

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(D) FIRE PROTECTION SERVICE RATES - SPRINKLERS

Service under these rates shall consist of stand-by service for fire emergencies and all water taken through such connections shall be restricted to fire emergencies only. The Water Utility reserves the right to install flow detectors from time to time to see that the service is restricted to fire fighting purposes. The user shall provide in a suitable location flange connections in his service header, and suitable vault to facilitate the installation of a flow detector.

Connection Schedule	Annual Rate Per Connection
2 inch	$ 16.80
3 inch	37.80
4 inch	67.20
6 inch	151.20
8 inch	258.80
10 inch	420.00
12 inch	604.80
16 inch	1,075.20

(E) FIRE PROTECTION SERVICE RATES - HYDRANTS

Hydrant Schedule	Annual Rate Per Hydrant
Municipal Hydrants	$ 151.20
Private Hydrants	151.20

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3547
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(F) RATE FOR TEMPORARY USERS - CONDUIT

Water furnished to temporary users such as contractors shall be charged on the basis of the General Metered Rates hereinbefore set forth upon quantities estimated and established by a Water Utility representative.

(G) RATE FOR TEMPORARY USERS - VEHICLE

Water furnished to temporary users such as bulk haulers shall be charged on the basis of the General Metered Rates hereinbefore set forth upon quantities estimated and established by a Water Utility representative.

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ORDER NUMBER
354
DATE
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(H) -CONNECTION CHARGES

Each metered user at the time he is connected with the water utility system shall pay a charge to cover the costs of: excavating and tapping the main; furnishing and installing service pipe from the main to the lot line; furnishing and installing corporation and stop cocks; and furnishing and installing meter crock (if outside), yoke, and meter.

Size of Tap	Connection Charge	
	Short Service	Long Service
5/8 - 3/4 inch	$ 246.00	$ 373.00
1 inch	254.00	395.00
1-1/2 inch	408.00	593.00
2 inch	449.00	687.00
Greater than 2 inch	Established by Water Utility Representative	

Each unmetered user (fire service) at the time he is connected with the Water Utility system shall pay a charge to cover the costs of: excavating and tapping the main, furnishing and installing service pipe from the main to the lot line, and furnishing and installing a shut-off valve.

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DATE [illegible] 1973
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PUBLIC SERVICE COMMISSION
OF INDIANA
ENGINEERING DEPT.

(I) REMOTE METER READING DEVICES

A one time charge for a remote meter reader device will be made by the Water Utility if same is installed at the user's request, or if it is installed because of inability to obtain meter readings for twelve consecutive months, in accordance with the following schedule:

Size of Connection	Charge
5/8 - 3/4 inch	$ 24.00
1 inch	40.00

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354
DATE OCT 9 1978
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OF INDIANA
ENGINEERING DEPT.

(J) RECONNECTION CHARGE

$ 10.00

When the service is turned off for non-payment of bill, or whenever for any reason beyond the control of the Water Utility, a re-establishment of service is required by any one user, a charge of ten dollars will be made by the Water Utility to cover the cost of discontinuance and re-establishment of service. The charge, together with any arrears due the Water Utility, shall be paid by the user before service will be re-established.

ISSUED PURSUANT TO
ORDER NUMBER
3547
DATE DEC 1 1973
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OF INDIANA
ENGINEERING DEPT.

66-283-7
12

CERTIFICATE OF THE
BOARD OF PUBLIC WORKS
AND CITY CONTROLLER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

We, the undersigned, certify that we are the duly appointed officers of the City of Fort Wayne, Indiana, holding the offices appearing under our names, and are the officers under whose jurisdiction the waterworks project will be constructed and the proceeds of the hereinafter described bonds expended; that the City Controller is the officer of the City charged by ordinance of the Common Council with actually issuing the bonds.

We further certify:

1. We are cognizant of the facts and circumstances regarding the issuance of revenue bonds of the City in the amount of $18,000,000, designated "Waterworks Revenue Bonds of 1978," dated December 1, 1978, and the intended use of the proceeds of said bonds for construction of extensions and additions to the waterworks of said City.

2. Substantial binding obligations to commence the foregoing project have been incurred by the entering into the construction contracts for said extensions and additions in an amount not less than $15,788,980, and sums are due and owing contractors, consulting engineers, Public Service Commission of Indiana, and others.

3. We reasonably expect that work on the project will proceed with due diligence to completion, presently expected on or about December 31, 1981.

4. Based upon the construction periods in the contracts and the estimates of the consulting engineers as to periods of expenditure of bond proceeds, as set forth in the certificate of the consulting engineer attached hereto and incorporated herein by reference, we reasonably expect that at least ninety-five per cent (95%) of the proceeds of said bonds will be expended within the three (3) year period from December 1, 1978, to November 30, 1981. Disbursement of bond proceeds is estimated, on a calendar quarter basis, as follows:

	1979	1980	1981
First Quarter	$2,547,000	$2,619,480	$679,000
Second Quarter	1,826,000	2,059,000	708,020
Third Quarter	2,441,000	1,108,500	
Fourth Quarter	2,957,000	1,055,000	

5. We reasonably expect that the waterworks project will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Waterworks Revenue Bonds of 1978.

6. Based upon the certificate of the consulting engineer attached hereto and incorporated herein by reference, we reasonably expect that the $18,000,000 proceeds of such issue of Waterworks Revenue Bonds of 1978, will not exceed the amounts necessary for the purpose of such issue of bonds.

7. The 1978 bonds are issued pursuant to General Ordinance Nos. G-26-78 and G-30-78, adopted by the Common Council of the City on September 26, 1978 and November 14, 1978 respectively, and rank on a parity with Waterworks Revenue Bonds of 1967, issued in the original principal amount of $3,000,000, and now outstanding in the principal amount of $2,765,000, issued pursuant to General Ordinance No. G-95-67, as amended by General Ordinance Nos. G-104-67 and G-110-67, and rank on a parity with Waterworks Revenue Bonds of 1968, issued in the original principal amount of $3,200,000, and now outstanding in the principal amount of $2,965,000, issued pursuant to General Ordinance No. G-29-68. All the foregoing General Ordinances provide that all of the bonds heretofore authorized are payable from the "Bond and Interest Redemption Account," created by General Ordinance No. G-95-67 as amended, into which account 29% of the gross revenues of the waterworks as received is to be deposited.

8. Principal of each series of bonds is payable annually on January 1 and interest is payable semi-annually on January 1 and July 1 of each year. The annual principal and interest requirement on the 1967 and 1968 bonds varies from $404,520 to $473,800, and the annual principal and interest requirement on the 1978 bonds varies from $1,404,450 to $1,473,650, until the final retirement of the 1967 and 1968 bonds, and for the three (3) years remaining to final maturity of the 1978 bonds from $1,746,600 to $1,869,925. The combined average annual principal and interest requirement on both series is not more than $1,883,465.

9. The Bond Ordinances provide, in effect, a continuing debt service reserve in the Bond and Interest Redemption Account equal to the next twelve months' principal and interest requirement on the bonds, plus 10%, after which the excess can be transferred to the Operation and Maintenance Account and/or the Depreciation Account, which latter account may only be used for replacements, additions and extensions.

10. It is reasonably expected that amounts in the Bond and Interest Redemption Account in excess of the sum of (a) the amount to be used to pay principal and interest due in a period of less than the next thirteen months, and (b) the debt service reserve of an amount equal to the sum of the next twelve months' principal and interest, plus 10%, together with any income from the investment of (a) and (b), will need to be transferred, as available, to the Operation and Maintenance Account to pay operation and maintenance expense in excess of the amounts otherwise available in such account for such purpose and to be transferred to the Depreciation Account to pay the cost of replacements, additions and extensions in excess of the amounts otherwise available in such account for such purpose.

11. It is reasonably expected that the amount of (b) in the foregoing paragraph will never exceed $2,200,000.

12. The Bond Ordinances create an "Operation and Maintenance Account" to which 61% of the gross revenues of the waterworks as received is to be deposited. Only the excess in the Operation and Maintenance Account after accumulation of an amount equal to the cost of maintaining and operating the waterworks during the then current year and the year then next ensuing may be transferred to the Bond and Interest Redemption Account. It is reasonably expected that all moneys in the Operation and Maintenance Account will be required for operation and maintenance expense and that there will never be moneys in that account available for transfer to the Bond and Interest Redemption Account.

13. The Bond Ordinances create a "Depreciation Account" to which 10% of the gross revenues of the waterworks as received is to be deposited. Moneys in the Depreciation Account can be expended only for replacements, extensions and additions to the waterworks and cannot be transferred to either of the other two accounts.

14. On the basis of the foregoing, it is not expected that the proceeds of such issue of Waterworks Revenue Bonds of 1978 will be used in a manner that would cause the bonds to be arbitrage bonds under Sec. 103(c) of the Internal

Revenue Code and the regulations promulgated under that section.

15. To the best of our knowledge, information and belief, the above expectations are reasonable, and there are no other facts, estimates or circumstances that would change the foregoing conclusion to paragraph No. 14.

16. The City has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of December, 1978.

CITY OF FORT WAYNE, INDIANA

MEMBERS, BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg

Henry P. Wehrenberg, Chairman

Ethel H. LaMar

Ethel H. LaMar, Member

Max G Scott

Max G Scott, Member

CITY CONTROLLER:

William G. Schnizer

William G. Schnizer

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

CERTIFICATION

I, Ursula Miller, the duly appointed and acting Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, do hereby Certify that the attached Certificate of the Board of Public Works and Controller is a true and exact copy of the Certificate as it was executed by said Board of Public Works and Controller and as it appears in Minute Record Book 66, Page 283, Item 7.

Ursula Miller

URSULA MILLER, CLERK

Subscribed and sworn to before, a Notary Public, this 20th day of December, 1978.

Elizabeth J. Meyers

NOTARY PUBLIC
A RESIDENT OF ALLEN COUNTY, INDIANA

My Commission expires:

Feb. 12, 1981

AN EQUAL OPPORTUNITY EMPLOYER

66-212-6(A)
12/20/78

ENGINEER'S CERTIFICATE RE ARBITRAGE

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, JOHN M. HOLLAND, certify that I am a principal member of the firm of McNamee, Porter and Seeley, Consulting Engineers of Ann Arbor, Michigan, employed by the City of Fort Wayne, Indiana, as consulting engineers on the water works improvements project of 1978.

I further certify that plans, specifications and cost estimates for said project have been prepared by said engineers; that bids have heretofore been advertised for and received for the construction of the projects; that contracts for the construction of the project have been signed; notice to proceed orders to the contractors will be issued upon receipt of the bond proceeds; and that actual construction of the project will commence within ten (10) days of the notice to proceed orders.

The project costs are as follows:

CONSTRUCTION COSTS:		
A.	Contract 77-W-2 Filtration Plant Additions	$14,728,000
B.	Contract 77-W-3 St. Joseph Dam and Pump Station Additions	789,500
C.	Contract 77-W-4 St. Joseph Dam Pumping Station Equipment	271,480
D.	Construction Contingencies (5.8%)	979,020
	TOTAL CONSTRUCTION COSTS	$16,768,000
NON-CONSTRUCTION COSTS:		
E.	Engineering - Planning	510,000
	- During Construction	270,000
	- Resident	250,000
F.	Other Costs:	
	Public Service Commission - Statutory Fee	45,000
	- Staff Costs	15,000
		30,000
	Bond Counsel Approval Fee	12,000
	Rate and Bond Studies	30,000
	Preparation of Prospectus	10,000
	Printing of Prospectus	50,000
	Legal and Administrative	10,000
	Miscellaneous	$ 1,232,000
	TOTAL NON-CONSTRUCTION COSTS	
	TOTAL PROJECT COSTS	$18,000,000

I further certify that the contract documents provide for the completion of the construction work as follows:

Contract 77-W-2 - Filtration Plant Additions	900 days
Contract 77-W-3 - St. Joseph Dam and Pump Station Additions	600 days
Contract 77-W-4 - St. Joseph Dam Pumping Station Equipment	365 days

It is reasonably expected that the proceeds of the bonds will be expended during the periods and in the amounts as follows:

From	To (Thru)	Amount Expended
January 1979	March 1979	$2,547,000
April 1979	June 1979	$1,826,000
July 1979	September 1979	$2,441,000
October 1979	December 1979	$2,957,000
January 1980	March 1980	$2,619,480
April 1980	June 1980	$2,059,000
July 1980	September 1980	$1,108,500
October 1980	December 1980	$1,055,000
January 1981	March 1981	$ 679,000
April 1981	June 1981	$ 708,020
TOTAL		$18,000,000

Considering the nature of the construction work and based on experience in similar work, the amount of construction contingencies is a reasonable amount for anticipated change orders and alterations during the construction period. It is reasonable to expect that substantially all of the amount allocated to construction contingencies will be expended on construction work.

It is reasonably expected that all of the bond proceeds will be expended within a maximum period of thirty months following receipt of the proceeds of the bonds.

Dated this 20th day of December, 1978.

JOHN M. HOLLAND
Registered Professional Engineer
Indiana License No. 11684

(Seal)

ACTIVE PARTNERS
J. M. HOLLAND G. H. HOLAND, JR. R. W. FORCE
M. R. VAN EYCK S. C. MARTINBEC R. J. SMIT
R. H. BACHTEAL R. F. BATZER P. C. YOUNGS

RETIRED PARTNERS
R. L. McNAMEE W. S. HERBERT J. C. SEELEY

McNamee, Porter and Seeley

2223 PACKARD ROAD · ANN ARBOR, MICH. 48104 · AREA CODE 313 769-9220

Consulting Engineers

December 20, 1978

Mr. Henry P. Wehrenberg, Chairman
Board of Public Works
City County Building
One Main Street
Fort Wayne, Indiana 46802

Re: Fort Wayne, Indiana
WaterWorks Improvements

Dear Mr. Wehrenberg:

We enclose the original and one copy of "Engineers Certificate Re: Arbitrage" which you requested of us on December 18, 1978.

Very truly yours,

McNAMEE, PORTER AND SEELEY

BY John P. Oyer
John P. Oyer

JPO:dmr
cc: Mr. Stanczak
Mr. Perry

Enc

ORIGINAL

66-280-13 H.I.
12/18/78

STATE OF INDIANA

PUBLIC SERVICE COMMISSION OF INDIANA

IN THE MATTER OF THE PETITION OF THE CITY OF FORT WAYNE FOR PERMISSION TO ISSUE WATERWORKS REVENUE BONDS, TO CONTRACT FOR THE MAKING OF EXTENSIONS AND ADDITIONS TO ITS WATERWORKS, AND FOR APPROVAL OF A NEW SCHEDULE OF WATER RATES AND CHARGES.

CAUSE NO. 35470

APPROVED: DEC 4 - 1978

APPEARANCES:

For Petitioner:

William N. Salin
2120 Fort Wayne Bank Building
Fort Wayne, Indiana 46802

For the Public:

Norman T. Funk
Jan Helbert
Assistant Public Counselors
807 State Office Building
Indianapolis, Indiana 46204

BY THE COMMISSION:
Charles J. Somes, Deputy Commissioner

The City of Fort Wayne, Allen County, Indiana, filed with the Commission on September 15, 1978 its application under the provisions of Chapter 155 of the Acts of 1929 and all acts amendatory thereof and supplemental thereto, for permission to issue Waterworks Revenue Bonds in the amount of $18,000,000, ranking on a parity with revenue bonds heretofore issued by said City of Fort Wayne, to be applied on the cost of certain extensions and cadditions to its waterowrks system; to contract for the construction of such extensions and additions; and to increase water rates and charges.

The hearing was held in Room 907, State Office Building, Indianapolis, Indiana, at 10:00 A.M., EST on Friday, November 17, 1978, pursuant to notice duly given as provided by law, proof of which was introduced into evidence by the Commission and made a part of the record. Appearances were made at said hearing as above noted.

Testimony on behalf of the Petitioner was given by Henry P. Wehrenberg, Chairman of the Board of Public Works of the City of Fort Wayne; Edmund A. Stanczak, Jr., General Superintendent of Fort Wayne City Utilities; Donald L. Foland, Chief Engineer of the City's water utility; John M. Holland, Registered Professional Engineer, a partner in the engineering firm of McNamee Porter and Seeley of Ann Arbor, Michigan; Bernard T. Perry, Certified Public Accountant, employed by the City of Fort Wayne as their rate and financing consultant; and Paul Fulkerson, consultant to the City's water utility.

The following exhibits were offered by Petitioner and admitted into evidence without objection:

Petitioner's Exhibit No. HW-1	Proof of Publication of Notice of Hearing - News-Sentinel
Petitioner's Exhibit No. HW-2	Proof of Publication of Notice of Hearing - Journal-Gazette
Petitioner's Exhibit No. HW-3	Resolution of Board of Works Authorizing Issuance of Bonds
Petitioner's Exhibit No. HW-4	Certified Ordinance G-27-78 - The Rate Ordinance
Petitioner's Exhibit No. HW-5	Certified Ordinance G-26-78 - The Bond Ordinance
Petitioner's Exhibit No. ES-1	Press Releases and News Articles on Project
Petitioner's Exhibit No. DF-1	Professional Resume - Donald L. Foland
Petitioner's Exhibit No. DF-2	Map of Transmission and Distribution System
Petitioner's Exhibit No. BP-1	Professional Resume - Bernard T. Perry
Petitioner's Exhibit No. BP-2	Rate and Financing Report
Petitioner's Exhibit No. BP-3	Letter Dated November 14, 1978 to Mr. Kenneth F. Vanderlaan

Testimony on behalf of the Public was given by Joseph L. Kirk, Staff Accountant of the Commission, and Kenneth F. Vanderlaan, Engineering Staff Representative of the Commission. The following exhibits were admitted into evidence on behalf of the Public without objection:

Public's Exhibit No. 1	Accounting Report of the Accounting Department of the Public Service Commission of Indiana
Public's Exhibit No. 2	Engineering Report of the Engineering Department of the Public Service Commission of Indiana

The Commission, having heard, examined and considered all of the evidence presented in this Cause and being duly advised in the premises, now finds:

1. That due, legal and timely notice of the hearing held in this Cause was given and published by the Commission and by the Petitioner, as required by law, and the Commission has jurisdiction of the parties and the subject matter of this Cause.

2. The City of Fort Wayne owns and operates an unencumbered waterworks system. It has outstanding as of January 1, 1979 certain waterworks revenue bonds heretofore issued in 1967, payable solely from the revenues of the waterworks, in the amount of Two Million Seven Hundred Sixty-Five Thousand Dollars ($2,765,000), the issuance of which bonds was approved by this Commission by its order dated October 5, 1967 in Cause No. 31432 and which bonds bear interest at the rate of five percent (5%) per annum maturing annually until paid on January 1, 2000; and certain waterworks revenue bonds issued in 1968 payable solely from the revenues of the waterworks and ranking on a parity with the revenue bonds of 1967 hereinabove referred to, which are outstanding in the amount of Two Million Nine Hundred Sixty-Five Dollars ($2,965,000) as of January 1, 1979 and which bonds were approved by this Commission in its order dated November 5, 1968 in Cause No. 31890, bearing interest at the rates of five and five tenths percent (5.5%) and five and four tenths percent (5.4%) per annum maturing over a period ending January 1, 2000.

3. The City of Fort Wayne water utility provides water service serving about 55,000 customers in Fort Wayne, and a substantial number of large industrial customers and also supplies water on a bulk basis under contract to Maplewood Park Utility, City of New Haven and Sunnymeade Community Association. The City's service area approximates 52 square miles and involves a consumer population of 240,000 people residing both within and without the City limits of the City of Fort Wayne. The City's system

impounds water from the St. Joseph River and its watershed via dams at the Cedarville Reservoir and the St. Joseph Dam Reservoir. In addition, the City maintains raw water reserve capacity in the Hurshtown Reservoir. All raw water is treated at the Three Rivers Filtration Plant which has a design capacity presently of 48,000,000 gallons per day and a high service pumping capacity of about 120,000,000 gallons per day. The system has finished water storage capacity of 20,000,000 gallons at the filtration plant and 2,000,000 gallons of overhead storage. The transmission and distribution system of the City consists of about 630 miles of transmission and distribution mains ranging in size from 3" to 54". Connected to the distribution system is the East Side Booster Pumping Station which is held in reserve to increase volume and pressure when needed in serving the City of New Haven and certain industrial customers. The City municipal fire protection system is operated from 4,310 fire hydrants located throughout the service area and the fire protection system is currently rated Class 2 by Insurance Services Office of New York. The City of Fort Wayne has provided its patrons over a number of years with high quality softened water.

4. The original filtration plant of the City's system was constructed with a design capacity of 24,000,000 gallons per day in the early 1930's. In 1958 an additional 24,000,000 gallons per day filtration capacity was built and put in operation which capacity represents the City's present total filtration capability of 48,000,000 gallons per day. The maximum hour requirement has exceeded the present plant capacity annually since 1962 and in 1970 reached a high of 73,500,000 gallons per day. Projection of the maximum day experience from present time forward indicates that demands on the system will exceed its capacity to produce filtered water in the near term. The City is presently meeting standards fixed by environmental authorities but has experienced difficulty in doing so at peak periods of demand.

5. The City has proposed to remedy its need for additional filtration capacity by construction of a 24,000,000 gallons per day filtration facility at its present filtration plant. Said construction is scheduled to be concluded by 1981. Other improvements include upgrading the raw water supply system to a capacity of 90,000,000 gallons per day, installation of a new raw water screen, dam gate hoists and other improvements at the St. Joseph Dam. The proposed additions will also provide site improvements including extension of rail

and service drive facilities. The estimated cost of all of these undertakings based upon construction bids and estimates of construction contingencies, engineering costs, and incidental expenses is Eighteen Million Dollars ($18,000,000)

6. In order to provide funds to pay the cost of the project, it will be necessary for Petitioner to issue revenue bonds in the amount of Eighteen Million Dollars ($18,000,000) payable solely out of revenues of the waterworks and which bonds will rank on a parity with the waterworks revenue bonds heretofore issued by the City.

7. The Common Council of the City has enacted, subject to the approval of this Commission, its Ordinance No. G-26-78 on September 26, 1978 and has amended said ordinance on November 14, 1978. The City's bond ordinance hereinabove referred to provides for the issuance and sale of Eighteen Million Dollars ($18,000,000) of waterworks revenue bonds ranking on a parity with all other revenue bonds of the water utility heretofore issued by the City and bearing interest at a rate or rates not exceeding seven percent (7%) per annum with a net interest cost to the City for the entire issue not to exceed six and three fourths percent (6 3/4%); said bonds will mature commencing on January 1, 1980 and will be retired in full on January 1, 2003, payable as more specifically provided in said ordinance. The City reserves the right to authorize the issuance of additional bonds ranking on a parity with the bonds herein referred to subject to certain terms and conditions and further subject to the approval of the Commission. The bond ordinance further provides that the operation and maintenance account of the prior bond issues and the depreciation account and bond and interest redemption account of said prior issues will be used for the bonds proposed to be issued with the further provision that the allocation of revenues to said accounts will be:

Operation and Maintenance Account	61%
Depreciation Account	10%
Bond and Interest Redemption Account	29%

8. That as a result of said improvements the annual requirement of funds to pay maintenance costs, operating charges, upkeep, repairs and other necessary expenses incident to the operation of the waterworks utility, including any taxes that may be assessed against the utility is not less than $4,901,949; the average annual requirement of funds to pay interest charges and provide a sinking fund for the liquidation of the now outstanding bonds and the bonds proposed to be issued at an assumed interest rate of 6 3/4 is $1,933,984; the amount of reasonable working capital requirement is $607,426; the reasonable annual requirement of funds formaking extensions and replacements to maintain the utility property in a sound physical and financial condition to render adequate and efficient service is $1,502,243 the total annual revenue requirement is $8,945,602; the existing rates and charges for services furnished by the waterworks of Petitioner are inadequate to provide for the foregoing requirements and as such are unjust and unreasonable.

9. That the Common Council of the City of Fort Wayne adopted Ordinance No. G-27-78 on September 26, 1978 and amended said ordinance by Council resolution on November 14, 1978 providing for a new schedule of water rates and charges.

10. That the new schedule of water rates and charges as provided in Petitioner's Ordinance No. 7-1976 is an approximate increase of 31% of Petitioner's existing rates and charges for water service. The rates established by said ordinance will produce total revenues in the approximate amount of $8,945,602, and as such, the rates will produce the revenue requirement shown above in Finding No. 8.

IT IS THEREFORE ORDERED BY THE PUBLIC SERVICE COMMISSION OF INDIANA that the issuance of waterworks revenue bonds by the City of Fort Wayne be approved; that said bonds be in an amount not exceeding $18,000,000, bearing interest at the rate or rates not to exceed 7% per annum with a net interest

cost not to exceed 6 3/4% per annum and payable as more specifically set forth in Ordinance G-26-78 hereinabove referred to, that said bonds be sold at not less than the par value thereof, and that the proceeds of said bonds shall be used solely to pay the cost of extensions and additions to the City's waterworks herein referred to, any balance remaining thereafter to be placed in the bond and interest redemption account established for the payment of principal and interest on said bonds.

IT IS FURTHER ORDERED that the City be, and it is hereby, authorized to contract for the construction and installation of the extensions and additions to its waterworks system herein referred to.

IT IS FURTHER ORDERED that the rates and charges for water service set forth in Appendix A, attached hereto and made a part hereof, are hereby approved, and the Petitioner is authorized to place the same in effect beginning with the first water consumption period following the date of this order and the filing of the tariff hereinafter provided for, provided that no increase in the rates approved herein will take effect until the charges incident to this proceedings as set forth below have been paid.

IT IS FURTHER ORDERED that Petitioner is to file with the Tariff Division of the Engineering Department of this Commission, prior to the placing in effect of the rates herein approved, a tariff of the wihtin approved rates and chargesset out in accordance with the Commission's rules for filing utility tariffs. Said tariff shall define classes of temporary users and further said tariff shall include a listing of connection and reconnection charges as previously collected from users of the system and said tariff shall include a listing of charges presently collected from users in this system for remote metering installations, if any. Said tariff, when filed by Petitioner, shall cancel all present and prior rates and charges then current.

IT IS FURTHER ORDERED that Petitioner file with this Commission within thirty (30) days after the acceptance by the City of Fort Wayne of the construction herein authorized an itemized statement showing the use of all funds received from the revenue bonds herein authorized which sets forth the following:

1. Copy of all debits and credits to the construction fund, showing purpose of each.

2. Engineer's detailed final cost on each contract by units installed in accordance with the contracts.

3. Detailed itemized costs of work done or materials purchased by the utility, paid from construction funds.

4. Detailed listing and costs of non-construction items, such as land, legal, engineering, Public Service Commission fees and costs, printing the bonds, etc.

The Commission now certifies, pursuant to I.C. 19-3-17-11, that the estimated income and revenues of the waterworks owned and operated by the City of Fort Wayne, in addition to providing for operation, maintenance, and depreciation are sufficient to pay the principal of and the interest on teh waterworks revenue bonds herein approved in the amount of $18,000,000 bearing interest at a rate or rates not to exceed 7% with a net interest cost not to exceed 6 3/4% per annum.

IT IS FURTHER ORDERED that the Petitioner, City of Fort Wayne, shall within twenty (20) days from the date of this order, pay into the Treasury of the State of Indiana, through the Secretary of this Commission, the following itemized charges as well as any additional costs which were or may be incurred in connection with this Cause:

Commission Charges	413.50
Accounting Charges	2,733.29
Engineering Charges	647.70
Reporting Charges	34.50
Public Counselor	45.00
Legal Advertising	8.30
Statutory Fees	45,000.00
TOTAL	$48,882.29

IT IS FURTHER ORDERED that this order shall be effective on and after the date of its approval.

WALLACE, POWERS AND PLASKETT CONCUR:
APPROVED: DEC 4 - 1978

I hereby certify that the above is a true and correct copy of the order as approved.

Mark W. Tusker
SECRETARY

APPENDIX A

SCHEDULE OF RATES AND CHARGES
CITY OF FORT WAYNE
WATERWORKS

For the use of and the service rendered by the waterworks system of the City of Fort Wayne, based on the use of water supplied by said waterworks system:

(a) Metered Rates Per 100 Cum Ft. Per Month

First	500 cu. ft.	.912
Next	1,500 cu. ft.	.703
Next	2,500 cu. ft.	.587
Next	7,500 cu. ft.	.541
Next	18,000 cu. ft.	.464
Next	20,000 cu. ft.	.394
Next	50,000 cu. ft.	.348
Next	50,000 cu. ft.	.278
Over	150,000 cu. ft.	.255

(b) Monthly Minimum Rates

5/8 inch	4.56
3/4 inch	7.11
1 inch	11.59
1 1/2 inch	23.11
2 inch	35.55
3 inch	71.11
4 inch	118.33
6 inch	224.84
8 inch	328.80
10 inch	493.11

(c) Municipal Hydrant Service
Per hydrant - per annum 151.20

(d) Private Fire Protection Service
Per annum - Fire Hydrant

2 inch	151.20
3 inch	16.80
4 inch	37.80
6 inch	67.20
8 inch	151.20
10 inch	258.80
12 inch	420.00
16 inch	604.80
	1,075.20

6

Date December 18, 1978 66-281-14

To: ACCOUNTING - City Utilities

Subject: Invoice -Public Service Commission of Indiana

You are hereby authorized to pay invoice #1103 of PSCI Cause No. 35470 in the amount of $48,882.29.

Payment is to be made from the Water Utility Fund.

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

AJF

ATTACHMENTS

FORM U-100

66-281-14 12/18/78

STATE OF INDIANA
PUBLIC SERVICE COMMISSION
901 STATE OFFICE BUILDING
INDIANAPOLIS, INDIANA 46204
PHONE (317) 633-5359

Date 12-6-78

Cause Number 35470

Bill Number 1103
(Quote when remitting)

Fort Wayne Waterworks

William N. Salin, Atty.

2120 Fort Wayne Bank Building

Fort Wayne, Indiana 46802

APPROVED
Board of Public Works

INVOICE OF CHARGES

Accounting Services	$ 2,733.29.
Engineering Services	647.70
Statutory Fees	45,000.00
Legal Advertising	8.30
Public Counselor	45.00
Reporting Services	34.50
Railroad Inspection	
Commission Fees	413.50
Xerox	
Other	
Pay this Amount	$ 48,882.29

In accordance with I.C. 8-1-2-70 this item must be paid within 20 days. Make checks payable to Public Service Commission of Indiana and mail to the undersigned.

Mary D. Freeman

EXECUTIVE SECRETARY

66-280-7 H.I. 12/18/78

STREET LIGHTING RESOLUTION NO. 135-78

East Central Phase III & Phase IV
Impact Area

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the East Central Phase III and Phase IV Impact Area, more specifically as Harmar Street from Jefferson to Eliza Street, Hugh Street from Harmar Street to Ohio Street, Eliza Street from Harmar Street to Ohio Street, Gay Street from Eliza Street to Lewis Street, Chute Street from Eliza Street to Lewis Street, Ohio Street from Eliza Street to Lewis Street, all in accordance with the detailed drawing and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered,

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 18th day of December 1978.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Edward W. LaMar

Attest:

Ursula Miller
Clerk

8

66-278-20 H.
12/13/78

RESOLUTION NO. 66-278-20

WHEREAS, the Board of Public Works of the City of Fort Wayne is the governing body of the Fort Wayne City Utilities; and

WHEREAS, there exists a Cash Reserve Fund in the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Utility is in need of Five Hundred Fifty Thousand and no/100 (550,000) dollars:

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne hereby approves the loan of Five [illegible]

Memorandum

To Henry Wehrenberg Date May 14, 1979

From Richard Walker RWalker

Subject Resolution No. 66-278-20

COPIES TO:

E. Stanczak
File

The above resolution refers to the note owed to the Fort Wayne Water Pollution Control Utility by the Fort Wayne Water Utility, dated December 11, 1978 in the amount of $550,000.

The note was paid in full, plus interest on December 27, 1978.

EVP
mgp

67-153-11
5/16/79

8

66-278-20 H.I.
12/13/78

RESOLUTION NO. 66-278-20

WHEREAS, the Board of Public Works of the City of Fort Wayne is the governing body of the Fort Wayne City Utilities; and

WHEREAS, there exists a Cash Reserve Fund in the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Utility is in need of Five Hundred Fifty Thousand and no/100 (550,000) dollars:

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne hereby approves the loan of Five Hundred Fifty Thousand and no/100 (550,000) dollars from the Fort Wayne Water Pollution Control Utility to the Fort Wayne Water Utility for a period not to exceed 270 days at rate of 5% per annum.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott, Member

Approved this 11th day of December, 1978.

ATTEST:

Ursula Miller
Ursula Miller, Clerk

To Board of Public Works Date 12/13/78

From Edmund A. Stanczak, Jr.

Subject WATER POLLUTION CONTROL UTILITY LOAN TO THE WATER UTILITY

COPIES TO:

On June 14, 1978 the Water Utility received a loan of $750,000 from the Water Pollution Control Utility. This loan was to be repaid with interest on December 10, 1978. Only $200,000 was available for repayment on the date. Therefore, the outstanding $550,000 must be refinanced. The attached note and resolution will accomplish this refinancing and satisfy the conditions of repayment specified in the June 14, 1978 note. If the financial condition of the Water Utility meets expectations, this $550,000 note should be able to be repaid before the first of the year.

H.I

19 H.I

66-278-20

12/13/78

8

4.I.

Memorandum

To Henry Wehrenberg

Date May 14, 1979

From Richard Walker RWalker

Subject Resolution No. 66-278-20

COPIES TO:

E. Stanczak
File

The above resolution refers to the note owed to the Fort Wayne Water Pollution Control Utility by the Fort Wayne Water Utility, dated December 11, 1978 in the amount of $550,000.

The note was paid in full, plus interest on December 27, 1978.

EVR
jmp

67-153-11
5/16/79

66-278-19 H.I. 12/13/78

PROMISSORY NOTE

Fort Wayne, Indiana

December 12, 1978

For value received, one hundred eighty (180) days after date the undersigned Fort Wayne Water Utility promises to pay to the Fort Wayne Water Pollution Control Utility the sum of five hundred fifty thousand (550,000) dollars, with the interest at five (5%) per cent per annum until paid. Payable at the office of the Fort Wayne City Utilities, City-County Building, Fort Wayne, Indiana. Withour relief from valuation or appraisement laws. With interest at 10% per annum and attorney fees if not paid when due.

Fort Wayne Water Utility

by the City of Fort Wayne
Board of Public Works

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

66-274-11 H.2
12/11/78

I, David L. Zehr, representative for Northeastern Construction Company agree to construct sanitary sewer main #1, Station 0+00 to Station 3+15 and sanitary sewer Lat. #1, Station 0+00 to Station 1+40 with standard manhole as indicated on project plans for Tanbark Addition, Section II, approved by the Water Pollution Control Engineering Department on July 26, 1978. For this additional work area assessment fees for Concord Hills, Section II, in the amount of $12,858.22 will be waived.

Signature David L. Zehr

Manager
Title/Position

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared
who acknowledged the execution of the foregoing Agreement.

WITNESS my hand and notarial seal this 23rd day of October, 1978.

Betty J. Mitchell
Notary Public and Resident of Allen County
Betty J. Mitchell

My Commission Expires:

5-5-81

APPROVED THIS 11 DAY OF December, 1978.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Prepared by Philip R. Boller, P.E.

Memorandum

To BOARD OF PUBLIC WORKS Date DECEMBER 6, 1978

From PHILIP R. BOLLER, P.E., CHIEF WPC ENGINEER

Subject AGREEMENT-OVERSIZING: TANBARK TRAILS SECTION II & AREA CONNECTION FEES FOR CONCORD HILLS SECTION II

COPIES TO:

NOTED
☐ H.P.W.
E.H.L.
☐ M.G.S.
Date

Attached for your review and approval is the complete subject agreement previously transmitted on October 24, 1978. Subject additions are encompassed within the area outlined within the sewer extension agreement with Northeastern Enterprises on May 8, 1978, recorded by Instrument No. 78-18421. Therefore, the provisions of the long form agreement are not required. The purpose of this agreement is only to waive area connection fees for Concord Hills Section II in exchange for the required oversizing for Tanbark Trails, Section II. Therefore, this one page document is the entire agreement.

Yours truly,

Philip R. Boller

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/eg
Attached

BOARD OF PUBLIC WORKS
DEC - 8 1978

66-274-11 H.T
12/11/78

To: PHIL BOLLER - WPC Engr. Dept.

Subject: AGREEMENT - Oversizing - Tanbark Trails Section II (Concord Hills Sec. II)

Attached is executed original Agreement on subject for your recording.

Please return to our office after recording. Thank you.

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

ajf
attachment

FORM U-100

79- 19443

67-216-15 (66-273-7) 12/11/78 M.L. 7/2/79

AMENDED SEWER EASEMENT RESOLUTION NO. 161-78

KRUGE PLACE ADDITION - SAVOIE'S SUBDIVISION

SANITARY SEWER - LOWER HUNTINGTON ROAD & ARDMORE AVENUE

For the condemnation of a Permanent and Temporary Easement for the purpose to construct, operate, control, and maintain a sewer line along and across a portion of the South half of Section 28 & 29, Township 30 North, Range 12 East, and the North half of Section 32, Township 30 North, Range 12 East; bounded on the North by a line 390± feet North of the centerline of Lower Huntington Road, bounded on the East by a line 235± feet East of the centerline of Ardmore Avenue, bounded on the South by a line 60± feet South of the centerline of Rurode Lane, bounded on the West by a line 995± feet West of the East line of the Northwest Quarter Section 32.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn rights-of-way for Permanent and Temporary Sewer Easement purposes to construct, operate, control, and maintain a sewer line along and across a portion of the South half of Section 32, Township 30 North, Range 12 East; bounded on the North by a line 390± feet North of the centerline of Lower Huntington Road, bounded on the East by a line 235± feet East of the centerline at Ardmore Avenue, bounded on the South by a line 60± feet South of the centerline of Rurode Lane, bounded on the West by a line 995± feet West of the East line of the Northwest Quarter Section 32.

1. The following described Permanent and Temporary Easement on space nor or formerly owned by Spy Run Development, Inc. as recorded in Deed Book 516, page 383; more particularly described as follows:

79 JUL 5 AM 8:15

Permanent Easement:

A. Beginning at the Southwest corner of the West half of the Southeast Quarter of Section 29, Township 30 North, Range 12 East; thence West 100.0 feet along the South line of the said West half of the Southeast Quarter of Section 29 to the true point of beginning of said Permanent Easement hereby described; thence continuing West along said South line of the West half of the Southeast Quarter Section 29 a distance of 657.68 feet to the West property line of said space; thence North 40 feet on a line parallel to the East line of the West half of said Quarter Section; thence East 657.68 feet on a line parallel to the South line of the West half of the said Quarter Section, to the East property line of said space; thence South 40 feet along said East property line to the place of beginning of the aforedescribed Permanent Easement.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately North of and adjacent to the 40 foot in width Permanent Easement described above in paragraph "A"

2. The following described 10 foot Permanent Easement affecting Lots 6 thru 12 inclusive of Kruge Place Addition, as recorded in Plat Book 20, page 95; more particularly described as follows:

Permanent Easement:

A 10 foot in uniform width easement immediately West of and adjacent to the East property line of said Lots 6 thru 12 inclusive of said Kruge Place Addition.

3. The following described Permanent Easement affecting Lots 15 thru 22 inclusiv of Savoie's Subdivision as recorded by Plat Book 24, page 68; more particularly described as follows:

Permanent Eastment:

A. A 10 foot in uniform width easement lying immediately East of and adjacent

DULY ENTERED FOR TAXATION
JUL - 5 1979
Gloria J. Gaglein
AUDITOR OF ALLEN COUNTY

10:50 C BJ

Ken - 7061

to the West property line of said Lots 15 thru Lot 22 inclusive.

4. The following described Permanent and Temporary Easements within Lots 13 and 14 of Savoie's Subdivision as recorded in Plat Book 24, page 68; more particularly described as follows:

Permanent Easement:

A. A 10 foot in uniform width easement lying South of and adjacent to the North property line of said Lots 13 and 14 at said subdivision.

Temporary Easement:

A. A 10 foot in uniform width easement lying immediately South of and adjacent the aforementioned Permanent Easement.

5. The following described Permanent Easement on space now or formerly owned by Steven T. Kinder as recorded by Instrument 78-5987 more particularly described as follows:

Permanent Easement:

A. The West 10 feet of the above described space.

6. The following described Permanent Easement on Lot No. 12 of Savoie's Subdivision as recorded in Plat Book 24, Page 68; more particularly described as follows:

Permanent Easement:

A. The North 10 ft. of the East 62 ft. of said Lot No. 12.

6A. Part of Lot No. 3 Grandview Place Addition to the City of Fort Wayne as platted and recorded in Plat Book 7-B, Pag 109 in the Allen County Recorder's Office, and being described as follows:

Permanent Easement:

Commencing at a point on the Northeast corner of Lot No. 3, Grandview Place Addition; thence South along the East line of said lot a distance of 1319 ft to the Southeast corner of said Lot; thence West along the South line of said Lot a distance of 10 ft., said point being within the right-of - way of Kruge Drive in Kruge Place Addition as platted and recorded in Plat Book 20, Page 95, in the Allen County Recorder's Office; thence North along and within said Kruge Drive a distance of 1319 ft. to the centerline of Lower Huntington Road, being the North line of said Lot No. 3, Grandview Place Addition; thence East along the North line of said lot No. 3 a distance of 10 ft. to the place of beginning.

7. The following described Permanent Easement on space now or formerly owned by Orchard Ridge Country Club as recorded in Deed Book 383, page 130, more particularly described as follows:

Permanent Easement:

A. Beginning at a point in the centerline of the Lower Huntington Road normally distant 176.5 feet West of the North and South centerline of Section 32, Township 30 North, Range 12 East; thence South parallel with the said centerline 46 feet; thence Northeasterly parallel with the centerline of the Lower Huntington Road to a point on the West property line of Lot #6 in Grandview Place Addition as recorded in Plat Book 7-B, page 109; thence North along the West line of said Lot #6 to a point in the centerline of Lower Huntington Road; thence West along said centerline to the Place of Beginning.

8. The following described Permanent and Temporary Easement on space now or formerly owned by Ralph E. Meyer as recorded by Instrument 74-8281: more particularly described as follows:

Permanent Easement:

A. Beginning at a point on the South line of the Southeast Quarter Section 29 Township 30 North, Range 12 East, said point being situated on the West property line of said space, 450.0 feet East of the Southwest corner of said Quarter Section; thence North 40 feet along said West property line; thence East, 40 feet North of and parallel to the South line of the Southeast one quarter of Section 29, Township 30 North, Range 12 East, 100.0 feet to the East property line; thence South 40.0 feet to the aforementioned South line of the said Quarter

Section; thence West 100.0 feet along said South line of the Place of beginning.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately North of and adjacent to the aforementioned Permanent Easement.

9. The following described Permanent and Temporary Easement on space now or formerly owned by William A. Dalman as recorded in Deed Book 661, page 155; more particularly described as follows:

Permanent Easement:

A. Beginning at a point on the South line of the Southeast Quarter Section 29, Township 30 North, Range 12 East, said point being situated 350.0 feet East of the Southwest corner of said Quarter Section; thence North 40.0 feet along the West property line; thence East, 40 feet North of and parallel to the South line of the Southeasterly one quarter of Section 29, Township 30 North, Range 12 East, to the East property line of said space; thence South 40 feet along said East property line to the aforementioned South line of said Quarter Section; thence West 100.00 feet along said South line of the said Quarter Section of the Place of Beginning.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately North of and adjacent to the aforementioned Permanent Easement.

10. The following described Permanent and Temporary Easement on space now or formerly owned by Ruth L. Schoenemann as recorded in Deed Book 365, page 76; more particularly described as follows:

Permanent Easement:

A. Beginning at the South Quarter corner of Section 29, Township 30 North, Range 12 East; thence North 2°43 West, along the North/South centerline of Section 29 a distance of 40 feet; thence East on a line parallel to the South line of Section 29 a distance of 352 feet to the common property line with space now or formerly owned by William A. Dalman as recorded in Deed Book 661, page 155; thence South along said property line a distance of 40 feet to the South line of Section 29; thence South 88°35' West along said South Section line a distance of 352.0 feet to the Place of Beginning.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately North of and adjacent to the aforementioned Permanent Easement.

11. The following described Permanent Easement on space now or formerly owned by Ruth L. Schoenemann as recorded by Instrument 67-11457; more particularly described as follows:

Permanent Easement:

A. Beginning at the Southeast corner of the Southwest Quarter Section 29, Township 30 North, Range 12 East, said corner also being on the centerline of Lower Huntington Road; thence South 86011 West along said centerline 738.5 feet; thence South 74041' West along said centerline 232.0 feet to the West property line of said space; thence North 3°30' West 40.9 feet normally distant from and along West property line; thence North 74°41 East on a line 40 feet normally distant from and parallel with the centerline of Lower Huntington Road a distance of 232.0 feet; thence North 86°11' East to the East line of said Southwest Quarter Section 29; thence South along said East Quarter Section line to the Point of Beginning.

All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana as approved in 1967; more particularly I.C. 18-1.5-5 and 14, I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the South half of Section 28 and 29 and the North half Section 32, Township 30 North, Range 12 East.

The temporary sewer easements shall expire one year from the date of adoption.

ADOPTED THIS 2nd DAY OF July, 1979.

BOARD OF PUBLIC WORKS:

BY: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

BY: Ethel H. LaMar
Ethel H. LaMar, Member

BY: Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Reference Sewer Improvement Resolution No. 302-78

Prepared by Philip R. Boller

PRB:bp

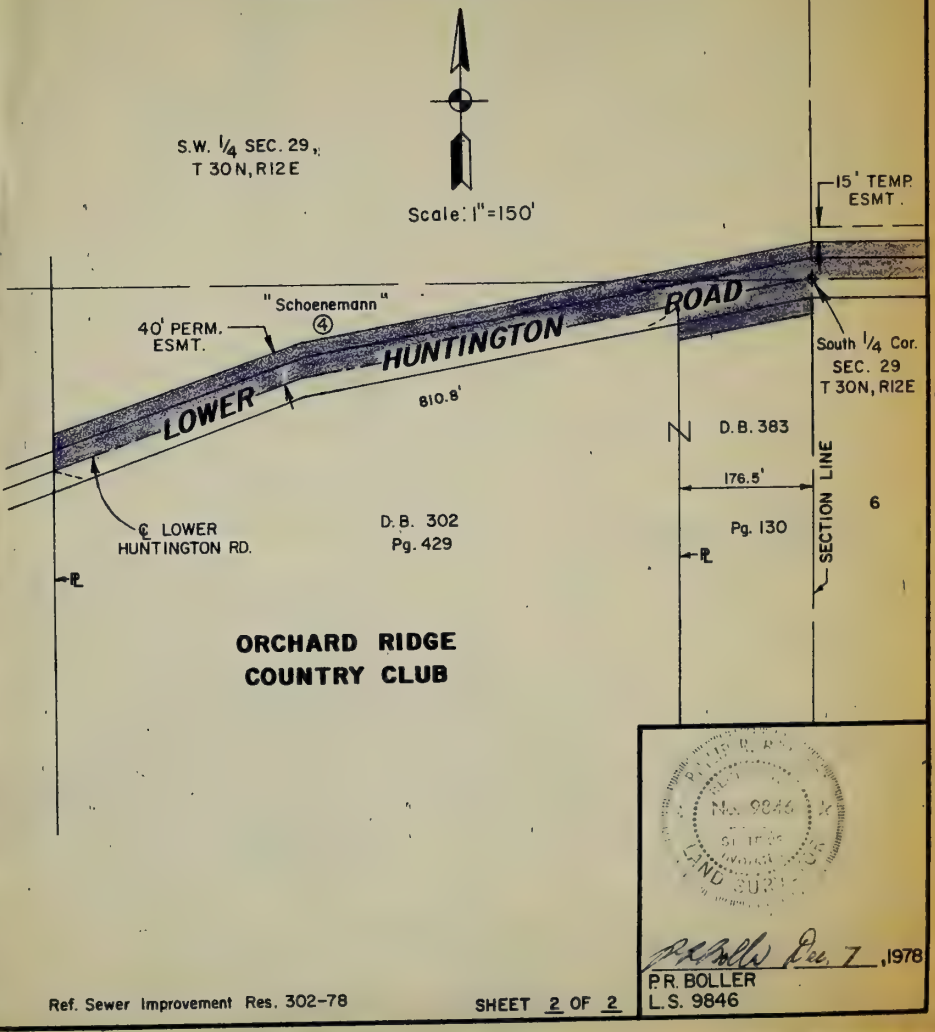
SEWER EASEMENT RESOLUTION NO. 161-78

KRUGE PLACE ADDITION - SAWOIE'S SUBDIVISION

KRUGE PLACE SANITARY SEWER

EASEMENT NO. 161-78

PERMANENT & TEMPORARY EASEMENTS



No. 9846

Dec. 7, 1978

P.R. BOLLER
L.S. 9846

Ref. Sewer Improvement Res. 302-78

SHEET 2 OF 2

KRUGE PLACE SANITARY SEWER

EASEMENT NO. 161-78

PERMANENT & TEMPORARY EASEMENTS

Scale 1"=150'

"Schoenemann" ④ — 45' PERM. EASE. — 40' PERM. EASE.

"Schoenemann" ③ D.B. 365, Pg. 76

"Dalman" — "Meyer" — "Spy Run Development" — 15' TEMP. ESMT.

"Isabelle T. May" ②

"May" ①

"L. D. Gerig" — "V. & E. I. Genth" — "J. & N. T. Adams" — "H. & H. J. Hoke" — "Isabelle T. May" ⑦

ARDMORE AVENUE

I. May ⑤ — "Portage Creek Camp Assoc." — I. May ⑧ — I. May ⑥

E. LINE SEC. 29 T30N, R12E

123.75'

LOWER HUNTINGTON ROAD

350.0' — 100.0' — 100.0' — 657.68' — 100.0' — 165.0' — 165.0' — 250.0'

℄ LOWER HUNTINGTON RD.

South 1/4 Corner Sec. 29 T30N, R12E

Orchard Ridge Country Club

100.0' — 100.0' — 92.0' — 92.0' — 92.0' — 92.0' — 92.0' — 158.0' — 40 — 146.0' — 50 — 110.0' — 90.0' — 105.0' — 175.5'

1.32'

Not Platted — "Kinder" — "Kenneth L. Emlich" — "P. E. & R. H. Smith" — "Clara C. Quinn"

E. LINE SEC. 32 T30N, R12E

Prop. 10' Perm. Esmt.

303.0' — 192.5'

7 — 6 — 5 — 4 — 3 — 2 — 1 — 23

KRUGE PLACE DRIVE — KILBOURN DRIVE — SAVOIES ADD. — SUBDIVISION

2 — 3 — 4 — 5 — 6 — 7 — 8 — 9 — 10 — 11 — 12 — 13 — 14 — 15 — 16 — 17 — 18 — 19 — 20 — 21 — 22

10' PERM. EASE. — 10' PERM. EASE. — 10' PERM. EASE. — 10' TEMP. EASE.

RURODE LANE

99.0' — 37' — 62' — 99.0' — 99'

6 — 5 — 4 — 1

1.32'

LOCATION

N.E. 1/4 SEC. 32 T30N, R12E

LEGEND

Proposed Perm. Easement

Proposed Temp. Easement

Ref. Sewer Improvement Ref. 302-78

PHILIP R. BOLLER REGISTERED No. 9846 STATE OF INDIANA LAND SURVEYOR

Dec. 7, 1978

P.R. Boller

L.S. 9846

SHEET 1 OF 2

SEWER EASEMENT RESOLUTION NO. 161-78

KRUGE PLACE ADDITION - SAVOIE'S SUBDIVISION

SANITARY SEWER - LOWER HUNTINGTON ROAD & ARDMORE

For the condemnation of a Permanent and Temporary Easement for the purpose to construct, operate, control, and maintain a sewer line along and across a portion of the South half of Section 28 & 29, Township 30 North, Range 12 East, and the North half of Section 32, Township 30 North, Range 12 East; bounded on the North by a line 390 ± feet North of the centerline of Lower Huntington Road, bounded on the East by a line 235 ± feet East of the centerline of Ardmore Avenue, bounded on the South by a line 60 ± feet South of the centerline of Rurode Lane, bounded on the West by a line 995 ± feet West of the East line of the Northwest Quarter Section 32.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn rights-of-way for Permanent and Temporary Sewer Easement purposes to construct, operate, control, and maintain a sewer line along and across a portion of the South half of Section 32, Township 30 North, Range 12 East; bounded on the North by a line 390 ± feet North of the centerline of Lower Huntington Road, bounded on the East by a line 235 ± feet East of the centerline at Ardmore Avenue, bounded on the South by a line 60 ± feet South of the centerline of Rurode Lane, bounded on the West by a line 995 ± feet West of the East line of the Northwest Quarter Section 32.

1. The following described Permanent and Temporary Easement on space now or formerly owned by Isabelle May as recorded by Instrument 69-4603; more particularly described as follows:

   Permanent Easement:

   A. A 20 foot in uniform width easement lying 10 feet on either side of the following described centerline. Beginning at a point on the East property line of said space, 351 feet North of the centerline of Lower Huntington Road, thence extending West across said property to a point on the West property line located 337 feet North of the centerline of the Lower Huntington Road.

   Temporary Easement:

   A. A 20 foot in uniform width temporary easement lying North of and adjacent to and South of and adjacent to the above described permanent easement.

2. The following described Permanent and Temporary Easements on space now or formerly owned by Homer E. Hoke as recorded by Instrument 74-21050; more particularly described as follows:

   Permanent Easement:

   A. A 20 foot in uniform width easement lying 10 feet on either side of the following described centerline. Beginning at a point on the East property line of said tract 337 feet North of the centerline of the Lower Huntington Road and extending West across said property to a point on the West property line located 331 feet North of the centerline of Lower Huntington Road.

   Temporary Easement:

   A. A 20 foot in uniform width temporary easement lying on either side North of and adjacent to and South of and adjacent to the above described permanent easement.

3. The following described Permanent and Temporary Easements on space now or formerly owned by James and M. T. Adams as recorded in Deed Book 640, page 229; more particularly described as follows:

Permanent Easement:

A. A 20 foot in uniform width easement lying 10 feet on either side of the following described centerline. Beginning at a point on the East property line 331 feet North of the centerline of Lower Huntington Road, and extending West across said property to a point on the West property line 331 feet North of the centerline of Lower Huntington Road.

Temporary Easement:

A. A 20 foot in uniform width temporary easement on either side North of and adjacent to and South of and adjacent to the above described permanent easement.

4. The following described Permanent and Temporary Easements on space now or formerly owned by Isabelle May as recorded in Deed Book 578, page 526; more particularly described as follows:

Permanent Easement:

A. A 20 foot in uniform width easement lying 10 feet on either side of the following described centerline. Beginning at a point on the East property line of said tract 331 feet North of the centerline of Lower Huntington Road, and extending West across said property to a point on the West property line 330 feet North of the centerline of Lower Huntington Road.

Temporary Easement:

A. A 20 foot in uniform width temporary easement lying North of and adjacent to and South of and adjacent to the above described permanent easement.

5. The following described Permanent and Temporary Easement on space now or formerly owned by Isabelle May as recorded in Deed Book 373, page 537; more particularly described as follows:

Permanent Easement:

A. Beginning at the Southwest corner of the West half of the Southeast Quarter Section 29, Township 30 North, Range 12 East; thence West 100.0 feet along the South line of said West half of the Southeast Quarter of Section 29; thence North 200.0 feet on a line parallel to the East line of the West half of said Quarter Section to the true point of beginning of said Permanent Easement hereby described; thence West 20.0 feet along a line parallel to the South line of the West half of said Quarter Section; thence North 140.0 feet along a line parallel to the East line of the West half of said Quarter Section; thence East 120.0 feet along a line parallel to said South line of the West half of said Quarter Section; thence South 20.0 feet along said East line of the West half of the Southeast Quarter Section 29; thence West 100.0 feet on a line parallel with the South line of the West half of said Quarter Section; thence South 120.0 feet along a line parallel with the East line of the West half of said Quarter Section to the South property line of said space, this being the true place of beginning of the aforedescribed Permanent Easement.

Temporary Easement:

A. A 20 foot in uniform width easement lying North of, South of, East of and West of the aforedescribed Permanent Easement.

6. The following described Permanent and Temporary Easement on space now or formerly owned by Spy Run Development, Inc. as recorded in Deed Book 516, page 383; more particularly described as follows:

Permanent Easement:

A. The East 20 foot of above described space.

B. Beginning at the Southwest corner of the West half of the Southeast Quarter of Section 29, Township 30 North, Range 12 East; thence West 100.0 feet along the South line of the said West half of the Southeast Quarter of Section 29 to the true point of beginning of said Permanent Easement hereby described; thence continuing West along said South line of the West half of the Southeast Quarter Section 29 a distance of 657.68 feet to the West property line of said space; thence North 40 feet on a line parallel to the East line of the West half of said Quarter Section; thence East 657.68 feet on a line parallel to the South line of the West half of the said Quarter Section, to the East property line of said space; thence South 40 feet along said East property line to the place of beginning of the aforedescribed Permanent Easement.

Temporary Easement:

A. A 20 foot in uniform width easement lying immediately West of and adjacent to the aforedescribed Permanent easement in paragraph "A" above.

B. A 15 foot in uniform width easement lying immediately North of and adjacent to the 40 foot in width Permanent Easement described above in paragraph "B".

7. The following described Temporary Easement on space now or formerly owned by Lary D. Gerig as recorded by Instruments 78-2955 and 78-2956; more particularly described as follows:

Temporary Easement:

A. The West 20 foot of above described space.

8. The following described 10 foot Permanent Easement affecting Lots 6 thru 12 inclusive of Kruge Place Addition, as recorded in Plat Book 20, page 95; more particularly described as follows:

Permanent Easement:

A 10 foot in uniform width easement immediately West of and adjacent to the East property line of said Lots 6 thru 12 inclusive of said Kruge Place Addition.

9. The following described Permanent and Temporary Easements within Lot 23 of Savoie's Subdivision, as recorded in Plat Book 24, page 68; more particularly described as follows:

Permanent Easement:

A. A 10 foot in uniform width easement South of and adjacent to the North property line of said Lot 23.

Temporary Easement:

A. A 15 foot in uniform width lying immediately South of and adjacent to the aforedescribed Permanent Easement.

10. The following described Permanent Easement affecting Lots 15 thru 22 inclusive of Savoie's Subdivision as recorded by Plat Book 24, page 68; more particularly described as follows:

Permanent Easement:

A. A 10 foot in uniform width easement lying immediately East of and adjacent to the West property line of said Lots 15 thru Lot 22 inclusive.

11. The following described Permanent and Temporary Easements within Lots 13 and 14 of Savoie's Subdivision as recorded in Plat Book 24, page 68; more particularly described as follows:

Permanent Easement:

A. A 10 foot in uniform width easement lying South of and adjacent to the North property line of said Lots 13 and 14 at said subdivision.

Temporary Easement:

A. A 10 foot in uniform width easement lying immediately South of and adjacent

the aforementioned Permanent Easement.

12. The following described Permanent and Temporary Easements on space now or formerly owned by Steven T. Kinder as recorded by Instrument 78-5987 more particularly described as follows:

Permanent Easement:

A. A 35 foot in uniform width easement lying immediately South of and adjacent to the North line of the Northeast Quarter Section 32, Township 30 North, Range 12 East.

B. The West 10 feet of the above described space.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately South of and adjacent to the aforedescribed Permanent Easement in Paragraph "A".

13. The following described Permanent and Temporary Easements within Lot #1 of GrandView Place Addition as recorded in Plat Book 7-B, page 109; more particularly described as follows:

Permanent Easement:

A. A 35 foot in uniform width easement lying immediately South of and adjacent to the North line of said Lot #1, said North line more particularly described as being the Northeast Quarter Section 32, Township 30 North, Range 12 East.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately South of and adjacent to the aforedescribed Permanent Easement.

14. The following described Permanent and Temporary Easements on space now or formerly owned by Portage Creek Camp Association, as recorded in Deed Book 514, page 50; and space now or formerly owned by Isabelle May, as recorded in Deed Book 376, page 235, and in Deed Book 514, pages 51 and 52; more particularly described as follows:

Permanent Easement:

A. A 20 foot in uniform width easement lying 10 feet on either side of the following described line. Commencing at the Southwest corner of the Southwest Quarter, Section 28, Township 30 North, Range 12 East; thence West along the centerline of the Lower Huntington Road a distance of 123.75 feet to the intersection of the centerline of Lower Huntington Road and Ardmore Avenue; thence North along the centerline of Ardmore Avenue a distance of 351 feet to the true point of Beginning of the centerline of said Permanent Easement; thence East a distance of 226 feet terminating at a point 357 feet North of the centerline of the Lower Huntington Road.

Temporary Easement:

A. A 20 feet in uniform width easement lying North of and adjacent to and South of and adjacent to the aforedescribed Permanent Easement.

15. The following described Permanent Easement on Lot No. 12 of Savoie's Subdivision as recorded in Plat Book 24, Page 68; more particularly described as follows:

Permanent Easement:

A. The North 10 ft. of the East 62 ft. of said Lot No. 12.

15A. Part of Lot No. 3 Grandview Place Addition to the City of Fort Wayne as platted and recorded in Plat Book 7-B, Page 109 in the Allen County Recorder's Office, and being described as follows:

Commencing at a point on the Northeast corner of Lot No. 3, Grandview Place Addition; thence South along the East line of said Lot a dis-

...of said Lot; thence West ... South line of said Lot a distance of 10 ft., said point being within the Right-of-Way of Kruge Drive in Kruge Place Addition as platted and recorded in Plat Book 20, Page 95, in the Allen County Recorder's Office; thence North along and within said Kruge Drive a distance of 1319 ft. to the centerline of Lower Huntington Road, being the North line of said Lot No. 3, Grandview Place Addition; thence East along the North line of said Lot No. 3 a distance of 10 ft. to the place of beginning.

16. The following described Permanent Easement on space now or formerly owned by Orchard Ridge Country Club as recorded in Deed Book 383, page 130, more particularly described as follows:

Permanent Easement:

A. Beginning at a point in the centerline of the Lower Huntington Road normally distant 176.5 feet West of the North and South centerline of Section 32, Township 30 North, Range 12 East; thence South parallel with the said centerline 46 feet; thence Northeasterly parallel with the centerline of the Lower Huntington Road to a point on the West property line of Lot #6 in Grandview Place Addition as recorded in Plat Book 7-B, page 109; thence North along the West line of said Lot #6 to a point in the centerline of Lower Huntington Road; thence West along said centerline to the Place of Beginning.

17. The following described Permanent and Temporary Easement on space now or formerly owned by Ralph E. Meyer as recorded by Instrument 74-8281; more particularly described as follows:

Permanent Easement:

A. Beginning at a point on the South line of the Southeast Quarter Section 29, Township 30 North, Range 12 East, said point being situated on the West property line of said space, 450.0 feet East of the Southwest corner of said Quarter Section; thence North 40 feet along said West property line; thence East, 40 feet North of and parallel to the South line of th Southeast one quarter of Section 29, Township 30, Range 12 East, 100.0 feet to the East property line; thence South 40.0 feet to the aforementioned South line of the said Quarter Section; thence West 100.0 feet along said South line to the Place of Beginning.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately North of and adjacent to the aforementioned Permanent Easement.

18. The following described Permanent and Temporary Easement on space now or formerly owned by William A. Dalman as recorded in Deed Book 661, page 155; more particularly described as follows:

Permanent Easement:

A. Beginning at a point on the South line of the Southeast Quarter Section 29, Township 30 North, Range 12 East, said point being situated 350.0 feet East of the Southwest corner of said Quarter Section; thence North 40.0 feet along the West property line; thence East, 40 feet North of and parallel to the South line of the Southeasterly one quarter of Section 29, Township 30, Range 12 East, to the East property line of said space; thence South 40.0 feet along said East property line to the aforementioned South line of said Quarter Section; thence West 100.0 feet along said South line of the said Quarter Section to the Place of Beginning.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately North of and adjacent to the aforementioned Permanent Easement.

19. The following described Permanent and Temporary Easement on space now or formerly owned by Ruth L. Schoenemann as recorded in Deed Book 365, page 76; more particularly described as follows:

A. Beginning at the South Quarter corner of Section 29, Township 30 North, Range 12 East; thence North 2°43' West, along the North/South centerline of Section 29 a distance of 40 feet; thence East on a line parallel to the South line of Section 29 a distance of 352 feet to the common property line with space now or formerly owned by William A. Dalman as recorded in Deed Book 661, page 155; thence South along said property line a distance of 40 feet to the South line of Section 29; thence South 88°35' West along said South Section line a distance of 352.0 feet to the Place of Beginning.

Temporary Easement:

A. A 15 foot in uniform width easement lying immediately North of and adjacent to the aforementioned Permanent Easement.

20. The following described Permanent Easement on space now or formerly owned by Ruth L. Schoenemann as recorded by Instrument 67-11457; more particularly described as follows:

Permanent Easement:

A. Beginning at the Southeast corner of the Southwest Quarter Section 29, Township 30 North, Range 12 East, said corner also being on the centerline of Lower Huntington Road; thence South 86°11' West along said centerline 738.5 feet; thence South 74°41' West along said centerline 232.0 feet to the West property line of said space; thence North 3°30' West 40.9 feet normally distant from and along said West property line; thence North 74°41' East on a line 40 feet normally distant from and parallel with the centerline of Lower Huntington Road a distance of 232.0 feet; thence North 86°11' East to the East line of said Southwest Quarter Section 29; thence South along said East Quarter Section line to the Point of Beginning.

All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana as approved in 1967; more particularly I.C. 18-1-1.5-5 and 14, and I.C. 18-1-7-1 to 11, and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected lies within part of the South half of Section 28 and 29 and the North half Section 32, Township 30 North, Range 12 East.

The temporary sewer easements shall expire one year from the date of adoption.

ADOPTED THIS 11 DAY OF December, 1978.

BOARD OF PUBLIC WORKS:

BY: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

BY: Ethel H. LaMar
Ethel H. LaMar, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

BY: _____
Max G Scott, Member

Reference Sewer Improvement Resolution No. 302

Prepared by Philip R. Boller

PRB/ron

KRUGE PLACE SANITARY SEWER

EASEMENT NO. 161-78

PERMANENT & TEMPORARY EASEMENTS

Scale 1"=150'

"Schoenemann" ④ — 45' PERM. EASE. — 40' PERM. EASE.

"Schoenemann" ③ D.B. 365, Pg. 76

"Dalman" — "Meyer" — "Spy Run Development"

"Isabelle T. May" ②

℄ Of Perm. Esmt. To ℄ Of Lower Huntington Road = 330.3'±

15' TEMP. ESMT. — 20' PERM. EASE. — 20' TEMP. EASE. (Each Side)

330' ℄ To ℄ @ ℙ — 331' ℄ To ℄ @ ℙ — 331' ℄ To ℄ @ ℙ — 337' ℄ To ℄ @ ℙ — 351' ℄ To ℄ @ ℙ

"May" ①

20' TEMP. ESMT.

"L. D. Gerig" — "V. & E. I. Genth" — "J. & N.T. Adams" — "H. & H.J. Hoke"

35' PERM. EASE.

20' PERM. EASE. — "Isabelle T. May" ⑦

ARDMORE AVENUE

I. May ⑤ — 102.25' — I. May ⑧ — I. May ⑥ — 357' ℄ To ℄ @ ℙ

"Portage Creek Camp Assoc."

E. LINE SEC. 29 T30N, R12E

123.75'

LOWER HUNTINGTON ROAD

350.0' — 100.0' — 100.0' — 657.68' — 1.32'

100.0' — 165.0' — 165.0' — 250.0'

℄ LOWER HUNTINGTON RD.

South 1/4 Corner Sec. 29 T30N, R12E

100.0' — 100.0' — 92.0' — 92.0' — 92.0' — 92.0' — 92.0' — 158.0' — 40 — 146.0' — 50 — 110.0' — 90.0' — 105.0' — 175.5'

15' TEMP. EASE.

E. LINE SEC. 32 T30N, R12E

"Clara C. Quinn"

Orchard Ridge Country Club

Prop. 10' Perm. Esmt.

192.5'

303.0'

Not Platted — 23 — "Kenneth L. Emlich" — "P.E. & R.H. Smith"

"Kinder"

DRIVE — PLACE — ADD. — KRUGE — DRIVE — SAVOIES — KILBOURN — SUBDIVISION

6	5	4	3	2	1	2	3	4	5	6	7	8	9	10	11	12	2	3	4	5	6	7	8
						100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'

9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	1								
100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	100.0'	303.0'									

10' PERM. EASE. — 10' PERM. EASE. — 10' PERM. EASE.

RURODE LANE

99.0' — 37' — 62' — 99.0' — 99'

10' TEMP. EASE.

1.32'

LOCATION

N.E. 1/4 SEC. 32 T30N, R12E

LEGEND

Proposed Perm. Easement

Proposed Temp. Easement

Ref. Sewer Improvement Ref. 302-78

PHILIP R. BOLLER REGISTERED No. 9846 STATE OF INDIANA LAND SURVEYOR

Dec 7, 1978

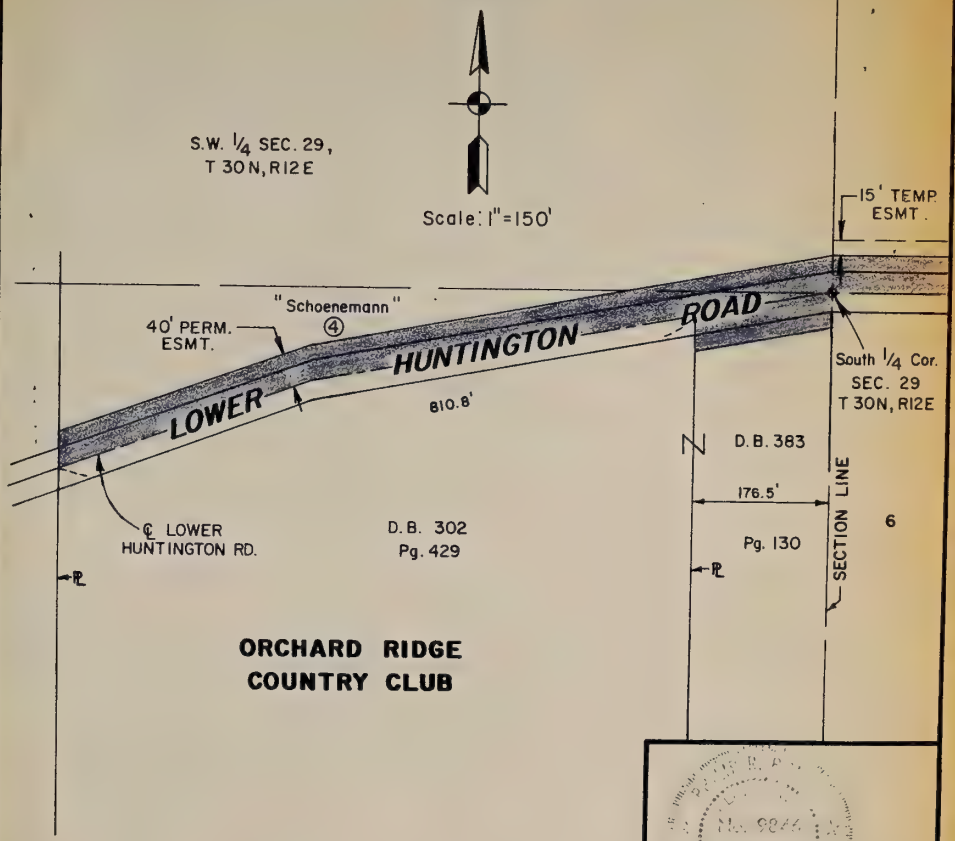
P.R. Boller
L.S. 9846

SHEET 1 OF 2

KRUGE PLACE SANITARY SEWER

EASEMENT NO. 161-78

PERMANENT & TEMPORARY EASEMENTS



Ref. Sewer Improvement Res. 302-78

SHEET 2 OF 2

P.R. BOLLER
L.S. 9846

Dec 7, 1978

8/20/80

KRUGE PLACE ADDITION SANITARY SEWER

REVISED SEWER DESCRIPTION

LINE A: Beginning at a manhole located 50± L.F. north of and 225± L.F. east of the centerline intersection of Ardmore Avenue and Lower Huntington Road, centered over the existing Waynedale Intercepting Sewer; thence west along Lower Huntington Road, a distance of 1460± L.F., terminating at a manhole located 30± L.F. north of and 30± L.F. east of the intersection of Lower Huntington Road and Kilbourn Drive.

LINE B: Beginning at a manhole located 35± L.F. north of and 5± L.F. east of the intersection of Lower Huntington Road and Kruge Drive; thence south along Kruge Drive a distance of 1265± L.F. terminating at a manhole located 1230± L.F. south of and 5± L.F. east of the intersection of Lower Huntington Road and Kruge Drive.

LINE C: Beginning at a manhole located 30± L.F. north of and 30± L.F. east of the intersection of Lower Huntington Road and Kilbourn Drive; thence south along Kilbourn Drive a distance of 1190± L.F. to a manhole located 20± L.F. south of and 30± L.F. east of the intersection of Kilbourn Drive and Rurode Lane; thence east along Rurode Land a distance of 195± L.F. terminating at a cleanout located 20± L.F. south of and 225± L.F. east of the intersection of Kilbourn Drive and Rurode Lane.

LINE F: Beginning at a manhole located 30± L.F. north of and 30± L.F. east of the intersection of Kilbourn Drive and Lower Huntington Road; thence west along Lower Huntington Road a distance of 1950± L.F. terminating at a manhole located 80± L.F. south of and 680± L.F. west of the northeast corner of the northwest quarter of Section 32, Township 30 North, Range 12 East.

Said sewer shall be 8" and 15" in diameter, with all appurtenances to be constructed in accordance with plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of the City of Fort Wayne, Indiana, and shall be used for sanitary purposes only.

SEWER RESOLUTION NO. 302-1978

KRUGE PLACE ADDITION SANITARY SEWER

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a sanitary sewer interceptor to extend sewage collection service to Kruge Place Addition, Savoie's Subdivision, Orchard Ridge Gardens Addition and surrounding space, which from its size and character is not only intended for use by property holders whose property abuts along the line of said sewer but for future extension of said main, be and the same is hereby ordered.

Line A: beginning at a proposed manhole located 357± L.F. North of and 225± L.F. East of the intersection of the centerlines of Ardmore Avenue and Lower Huntington Road, centered over the existing Waynedale Intercepting Sewer; thence West 1532± L.F. to a proposed manhole located 80± L.F. North of and 15± L.F. West of the Northwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2955; thence South 304± L.F. terminating at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D.Gerig as recorded by Instrument 78-2956.

Line B: beginning at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2956; thence Westerly 149± L.F. to a proposed manhole located 165± L.F. West of and 5± L.F. North of the Southwest corner of said space now or formerly owned by Larry D. Gerig; thence South 1255 ± L.F. terminating at a proposed manhole located 5± L.F. South of and 15± L.F. East of the Northeast corner of Lot #12 of Kruge Place Addition as recorded in Plat Book 20, page 95.

Line C: beginning at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2956; thence Southeasterly 75± L.F. to a proposed manhole located 5± L.F. North of and 5± L.F. West of the Northwest corner of space now or formerly owned by Steven T. Kinder as recorded by Instrument 78-5987; thence South 1150± L.F. to a proposed manhole located 5± L.F. North of and 5± L.F. West of the Northeast corner of Lot #12 of Savoie's Subdivision as recorded in Plat Book 24, page 68; thence East 111± L.F. terminating at a proposed manhole located 5± L.F. North of and5± L.F. East of the Northwest corner of Lot #14 of said Savoie's Subdivision.

Line E: beginning at a proposed manhole located 5± L.F. North of and 5± L.F. West of the Northwest corner of space now or formerly owned by Steven T. Kinder as recorded by Instrument 78-5987; thence East 315± L.F. terminating at a proposed manhole located 5± L.F. North of and 5± L.F. East of the Northeast corner of space now or formerly owned by Kenneth L. Emlich as recorded by Instrument 77-36129.

Line F: beginning at a proposed manhole located 15± L.F. West of and 5± L.F. North of the Southwest corner of space now or formerly owned by Larry D. Gerig as recorded by Instrument 78-2956; thence Westerly a distance of 149± L.F. to a proposed manhole located 164± L.F. West of and 5± L.F. North of the Southwest corner of said space now or formerly owned by Larry D. Gerig, said length of sewer also having been described as part of Line B above; thence West 1060± L.F. to a proposed manhole located 8± L.F. North of and 2± L.F. West of the Southwest corner of space now or formerly owned by Ruth L. Schoenemann as recorded in Deed Book 365, page 76

Said sewer shall be 8" and 15" in diameter, with all appurtenances to be constructed in accordance with plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of the City of Fort Wayne, Indiana, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City.

It is hereby found by said Board of Public Works that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility Fund. It is further found by said Board of Public Works that the abutting property owners shall pay a tap-in fee at the time of connection to said sanitary sewer. It is further found by said Board of Public Works that in the event any present or future owner of any property who shall desire to use said sanitary lines discharging into said sanitary sewer, shall be benefitted and shall pay an area connection fee of Three Hundred Thirty-seven Dollars ($337.00) per acre to recoup funds spent by the City of Fort Wayne for the installation of the Waynedale Interceptor Sewer.

Pursuant to I.C. 19-2-7-1, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 11 DAY OF December, 1978.

BOARD OF PUBLIC WORKS:

BY: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

BY: Ethel W. LaMar
Ethel H. LaMar, Member

BY: _____
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

This instrument prepared by:
PHILIP R. BOLLER

PRB/ron

P. E. 15-Sheet 1
Rev. 9-66

66-268-22 #1
12/6/78

Norfolk and Western Railway Company

LICENSE FOR PIPE LINE FACILITY

PROPERTY
No.

THIS AGREEMENT, Made as of the 1st day of April 1975,

between NORFOLK AND WESTERN RAILWAY COMPANY, party of the first part, hereinafter called the Railway, and BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, party of the second part, hereinafter called the Licensee.

WITNESSETH: That,

The Railway, for and in consideration of the sum of One Hundred and 00/100 Dollars ($100.00), as an initial payment for preparation of the papers and other incidental expenses, ~~and Eighty and 00/100 Dollars ($80.00) per year, payable in advance, commencing~~ which Licensee has already paid April 1, 1975, ~~and continuing until the termination of this agreement, which the Licensee agrees to pay~~ to the Treasurer of the Railway, and the covenants hereinafter stated which the said Licensee agrees to keep and perform, hereby Licenses and permits, in so far as said Railway has the right so to do, but without warranty and subject to all encumbrances, conditions, covenants and easements to which Railway's title to the premises is subject, the Licensee to construct, maintain, repair, renew, operate, use and remove a 48 inch pipe line crossing encased in 72 inch steel tunnel liner, all at the sole cost and expense of Licensee, to be installed and maintained in accordance with attached plan and specifications

_____ for the handling of storm drainage under ~~or over~~ the premises of the Railway at or near Waynedale, County of Allen, State of Indiana, Western Region, Ft. Wayne Division, located at Mile Post Indianapolis 102.375, as shown on Plan AA-1575, dated January 15, 1975, which is attached hereto and made a part of this agreement, and hereinafter referred to as the FACILITY, subject, however, to the following terms and conditions, all of which the Licensee covenants and agrees to keep, abide by and perform:

FIRST: The FACILITY shall be constructed and maintained at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of the Railway, or his duly authorized agent. The FACILITY shall be constructed and maintained in accordance with American Railway Engineering Association "Specifications For Pipelines For Conveying Flamable And Non-Flamable Substances", Part 5, Pipelines, dated 1972, and by reference hereby made a part of this agreement and shall be at least 3.0 feet below surface of ground

and below the bottom of ditches of the Railway and at points where the FACILITY passes under the track it shall be at least 5.5 feet below base of rail, and shall not interfere with the proper and safe use and operation of the property of the Railway. The Licensee shall, after completing the construction of the FACILITY restore the premises of the Railway to the same or as good condition as they were in, prior to commencing the construction of such FACILITY.

Should the FACILITY be overhead it shall comply with the provisions of the applicable statutes, or with any orders, rules or regulations of any public authority having jurisdiction in the matter in the State in which the FACILITY is to be constructed and maintained in accordance therewith, or with any future modifications thereof.

SECOND: All of the acts to be performed by the Licensee, or by the contractors, agents, or servants of the Licensee, in connection with the construction of the FACILITY, or in connection with the repair, renewal, maintenance, or use thereof, shall be performed at the sole risk and expense of the Licensee, and the Railway shall be reimbursed for any and all costs and expenses incurred by it as the result of making any changes in Railway's tracks or appurtenances necessitated by the construction of the FACILITY, in the checking of plans, and for the wages of any inspectors or watchmen which, in the judgment of the Chief Engineer of the Railway, may be required during such construction, or in connection with the repair, renewal, maintenance, or use of such FACILITY, for the proper and safe protection of the property, traffic and business of the Railway, and the Licensee hereby agrees to pay unto the Railway such costs and expenses upon presentation of bills therefor.

THIRD: Whenever it may be necessary to make any repairs to or renewals of the FACILITY in or upon the premises of the Railway, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of the Railway, or his duly authorized agent, at the sole expense of the Licensee, in such a manner as to interfere as little as possible with the premises, property and business of the Railway, and the Licensee shall, at the cost and expense of the Licensee, restore the premises of the Railway to the same or as good a condition as they were in prior to the making of such repairs, or renewals; or the Railway may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by the Licensee, as hereinbefore provided.

FOURTH: The Licensee shall and will at all times hereafter indemnify and save harmless the Railway from and against any and all detriment, damages, losses, claims, demands, suits, costs or expenses covering damage to property or injury to or death of persons, which the Railway may suffer, sustain or be subject to, directly or indirectly; caused either wholly or in part by reason of the location, construction, maintenance, use or presence of the FACILITY as permitted by this license or resulting from the removal thereof, except where detriment, damages, losses, claims, demands, suits, costs or expenses are due to the sole negligence of the Railway.

FIFTH: This agreement and the privilege it confers may be revoked and terminated at the option of either the Railway or the Licensee at any time by giving 60 days written notice to the other party, or by posting such notice in a conspicuous place where the FACILITY has been constructed; and upon the expiration of said 60 days after service of said notice, this license and the privilege hereby granted shall be absolutely terminated and extinguished; and thereupon the Licensee shall remove the FACILITY from the premises of the Railway and restore same to their former condition at the expense of the Licensee, or on the failure of the Licensee so to do, the Railway may remove the FACILITY at the expense of the Licensee, which expense said Licensee hereby covenants and expressly agrees to pay on demand.

Neither party hereto shall be relieved by the termination of this agreement of any obligation which shall have accrued thereunder prior to such termination.

SIXTH: It is understood and agreed by and between the parties hereto that if at any time or times hereafter, the Railway shall desire to make any changes in its tracks, structures, roadbed or other installations at the point of crossing, or make any changes whatever in, to, upon, over or under the premises owned, controlled or leased by the Railway, and crossed or in any way affected by the FACILITY, then the Licensee shall, at its own cost and expense, upon thirty (30) days notice in writing to that effect from the Railway make such changes in the location or construction of the FACILITY as in the judgment of the Chief Engineer of the Railway may be necessary to accommodate any future construction, improvements or changes of the Railway.

or shall be required by any duly constituted public authority

SEVENTH: The Licensee covenants and agrees to pay to the Railway upon receipt of bill, the sum of Twelve and 00/100 Dollars ($ 12.00) per sign, which said sum is to cover the cost to the Railway of furnishing, erecting and thereafter maintaining signs showing the location in depth of the FACILITY upon the Railway's premises, as required by plan L-435-A, dated May 18, 1965, attached hereto and hereby made a part of this agreement.

EIGHTH: No cathodic protection systems shall be installed which will cause electric current to flow across or along the Railway's premises without the specific written authorization by the Railway.

If cathodic protection system is authorized, it shall be installed and maintained so that no interference will exist with the electric systems of the Railway's premises and so as not to cause any deterioration of the Railway's structures in service or hereafter installed, and it is understood that the provisions of Section 4 of this agreement apply to the construction, maintenance, repair, removal, presence or use of the said cathodic protection system.

NINTH: It is agreed that in no event shall any pipe, or other structures be placed, under the tracks or upon the property of the Railway, except those herein mentioned and shown on the plan attached hereto, without the express permission so to do, being first obtained in writing from the Railway.

TENTH: During the period of construction the Licensee shall insure obligations assumed in Article 4 in a manner and with a company satisfactory to the Railway and with limits of $250,000.00 for injury to or death of one person and $500,000.00 for injury to or death of two or more persons in any one accident and $250,000.00 for damage to property.

The Licensee shall not occupy Railway property until satisfactory proof of compliance with this provision shall have been furnished by the Licensee, to and accepted by the Railway.

ELEVENTH: The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of the heirs, executors, administrators, lessees, successors and assigns of the parties hereto respectively, provided, however, that no assignment of this license, or any rights thereunder, by the Licensee shall be valid without the written consent of the Railway.

TWELFTH: Licensee shall not create or permit to be created or to exist in or about said FACILITY any nuisance, public or private, during the continuance of this agreement, and Licensee hereby agrees to save and keep Railway harmless from any suit or claim growing out of any nuisance arising from the presence, use or operation of the FACILITY or Licensee's violation of any applicable laws, ordinances or governmental regulations, including, without limitation, laws, ordinances and governmental regulations controlling air, water, noise, solid wastes and other pollution. Licensee shall install and bear the expense of any and all pollution control structures, devices or equipment which may be required during the term and continuance of this agreement under any applicable laws, ordinances or governmental regulations because of or arising from the use or operation of the FACILITY by Licensee or those claiming by, through or under Licensee.

The term Railway as used in Article FOURTH and TWELFTH shall be deemed to include Norfolk and Western Railway Company and Wabash Railroad Company.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in duplicate as of the day and year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

By _____
Chief Engineer

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA
Licensee

By _____
(Title)

Post Office Address of Licensee

City-County Building
One Main Street
Fort Wayne, Indiana 46802

N&W Railway Co.

Material and installation to be in accordance with the specifications of the American Railway Engineering Association (AREA), latest revision, and with the requirements of: C.W.F. Specifications
AWWA, API, or other specifications

1. APPLICANT

Name * City of Fort Wayne - Board of Public Works

Address (For billing) One Main Street, Fort Wayne, Indiana 46802

If incorporated, name of state in which incorporated Indiana

* Must be legal name of owner and name which will be given as Licensee on Standard Form CE-15 "License for Pipe Line Facility." If partnership, give legal name of all partners and state that it is a partnership. If woman, show given name and surname.

2. LOCATION

(a) Waynedale - 1/4 mile South (Distance and direction from nearest R. R. station) Allen (County) Indiana (State)

(b) 1100 feet North of M.P. 103 (Distance and direction from nearest Railroad Mile Post)

(c) Not (Not) (Wholly) (Partly) within limits of public street or highway.

Not applicable (Name of street, road, or highway including Federal, State, or County number)

(d) Longitudinal occupation of right of way None - not applicable (Mile Post Location)

(Describe location as to distance and direction from center line of track, etc.)

(e) Occupation of property other than operating right of way Not applicable

3. INSTALLATION

(a) Method of placing pipe Boring and jacking (Open cut, boring, jacking, tunneling, or other)

(b) Angle of pipe with center line of track(s) 90° Number of tracks Main & one spur track

(c) Is track in cut or fill? in cut

(d) Will temporary track support be required? No

(e) Will riprapping or other special protection be required? No

(f) Must wires, poles, or other obstructions be removed or relocated? No

NOTE: Falsework, shoring, riprapping, etc. (If required) must be described in detail on separate attachments. Removal of obstructions will be paid for by applicant.

-OVER-

(a) Substance carried Storm water

(b) Is substance flammable? No Temperature atmosphere

(c) Maximum working pressure 14.7 p.s.i. Test pressure N.A.

(d) Pipe Material Concrete Specification and grade R.C.P. Cl. V

(e) Minimum yield strength psi N.A. Type of seam None

(f) Type of joints Bell & spicket Coating None

(g) Inside diameter 48" Outside diameter 59" Wall Thickness 5" Length 5 ft.

NOTE: Cut-off valves, manholes, etc. (if any) shall be described and located in detail by separate attachment. Invert and top elevations of manholes shall be shown, also distance from center line of nearest track.

5. CASING PIPE

(a) Pipe material 10 ga. steel tunnel liner Specification and grade ASTM A123

(b) Minimum yield strength psi 35,000 Type of seam N.A.

(c) Type of joints Bolted Coating None

(d) Inside diameter 72" Outside diameter N.A. Wall thickness N.A. Length 80'

(e) Will ends be sealed and vents provided? No

(f) Minimum vertical distance from top of casing to top of cross tie 14 ft.

6. DRAWINGS

(a) Application for pipe lines (other than a simple single line crossing or location adequately described under 2 above) must be accompanied by drawing showing location with respect to tracks, Mile Post, railway right of way, property lines, street lines, etc. For pipes crossing under tracks, a drawing shall be submitted showing the installation in detail with plan view and view normal to track similar to Fig. 1 or Fig. 2 in AREA Specifications, Part 5-Pipelines. If pipeline is to be carried overhead, detailed plans shall be submitted showing method to be used for supporting pipe.

(b) Six prints of drawings shall accompany this application. See sketch

7. INSURANCE

Applicant will, at proper time, submit proof that owner and/or contractor will, during the construction, furnish insurance in the following amounts:

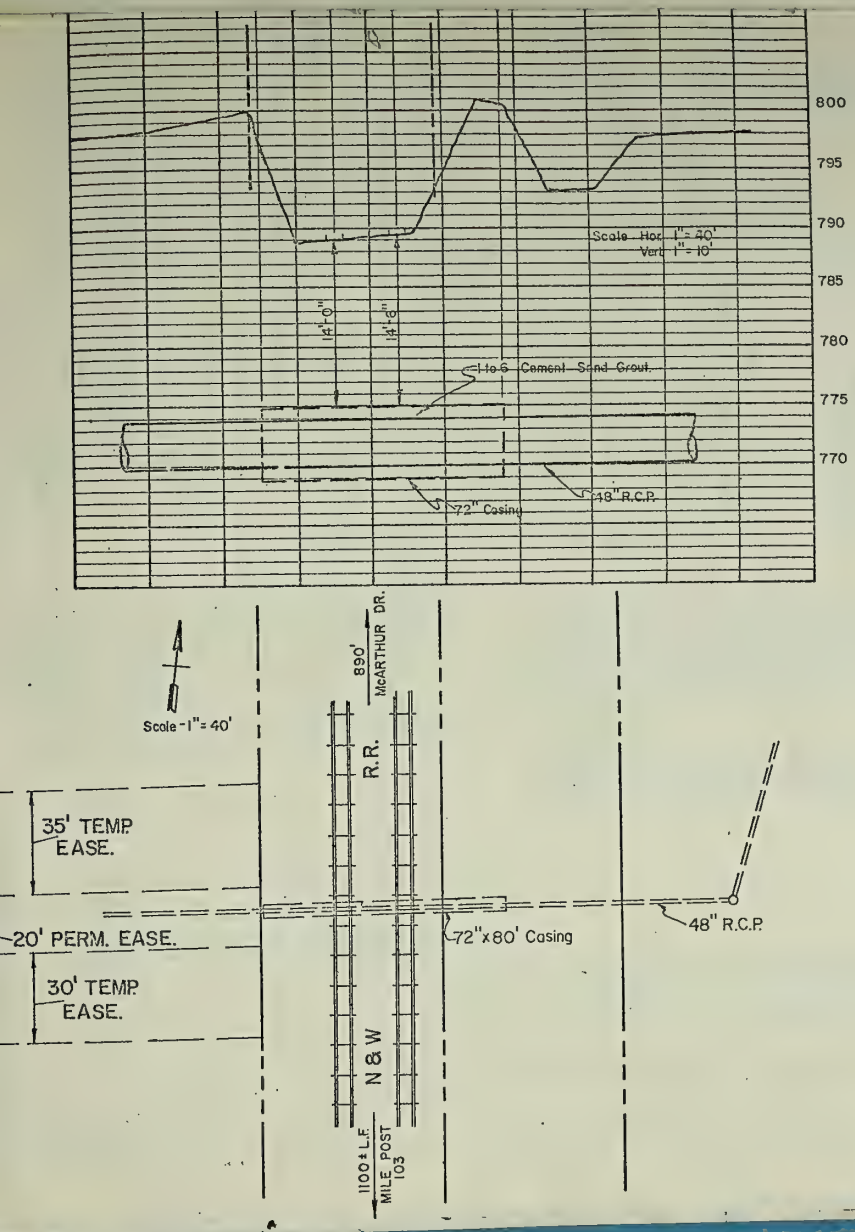
Public Liability...$250,000 and $500,000 Property Damage...$250,000 Workmen's Compensation...Legal Limits

with contractual endorsement extending the coverage to Licensor.

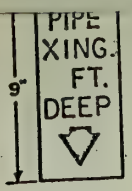
City of Fort Wayne, Indiana
Board of Public Works
(Applicant)

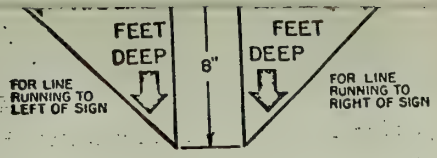
12/18/74
(Date)

By Dr. Jerry D. Boswell, Title Chairman


800
795
790
785
780
775
770
Scale Hor. 1"= 50'
Vert. 1"= 10'
14'-0"
14'-6"
1 to 6 Cement Sand Grout.
72" Casing
48" R.C.P.

Scale - 1"= 40'
890'
McARTHUR DR.
R.R.
35' TEMP. EASE.
20' PERM. EASE.
30' TEMP. EASE.
72"x80' Casing
48" R.C.P.
N & W
1100± L.F.
MILE POST 103



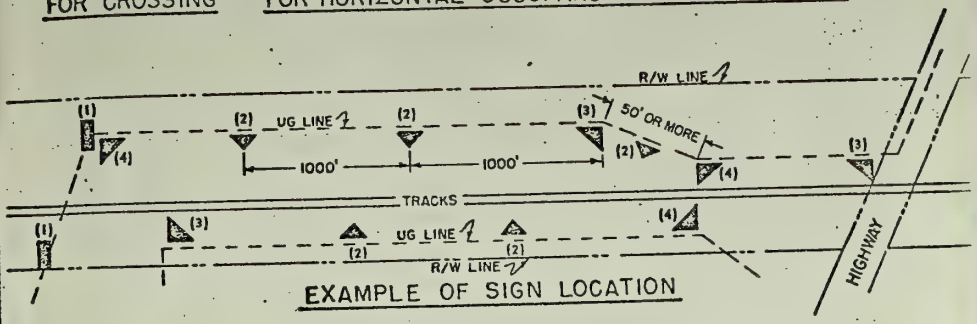


NO. 1 FOR CROSSING

NO. 2 FOR HORIZONTAL OCCUPANCY OF RIGHT OF WAY

NO. 3

NO. 4



EXAMPLE OF SIGN LOCATION

SIGNS SHALL BE PLACED OVER LINE, FACING TOWARD TRACK, 6 FT. ABOVE GROUND, ON STANDARD 10 FT. GALV. SIGN POSTS, TO INDICATE DIRECTION AND DEPTH OF LINE ON RIGHT OF WAY.

CROSSING SIGNS NO. 1 TO BE PLACED AT EACH END OF CROSSING UNDER RIGHT OF WAY AND TRACKS.

SIGN NO. 2 TO BE USED WHEN DISTANCE BETWEEN ANY TWO SIGNS WILL BE OVER 1000 FT. ON A STRAIGHT LINE AND WHEN NECESSARY TO INDICATE CHANGE IN DIRECTION OF LINE WHEN LINE IS OVER 50 FT. LONG OR LONGER AS SHOWN IN ABOVE EXAMPLE.

SIGNS NO. 3 AND 4 WILL BE USED AT BEGINNING AND ENDS OF RUNS OF LINE TO SHOW DIRECTION AND DEPTH OF LINE.

SPECIFICATIONS:

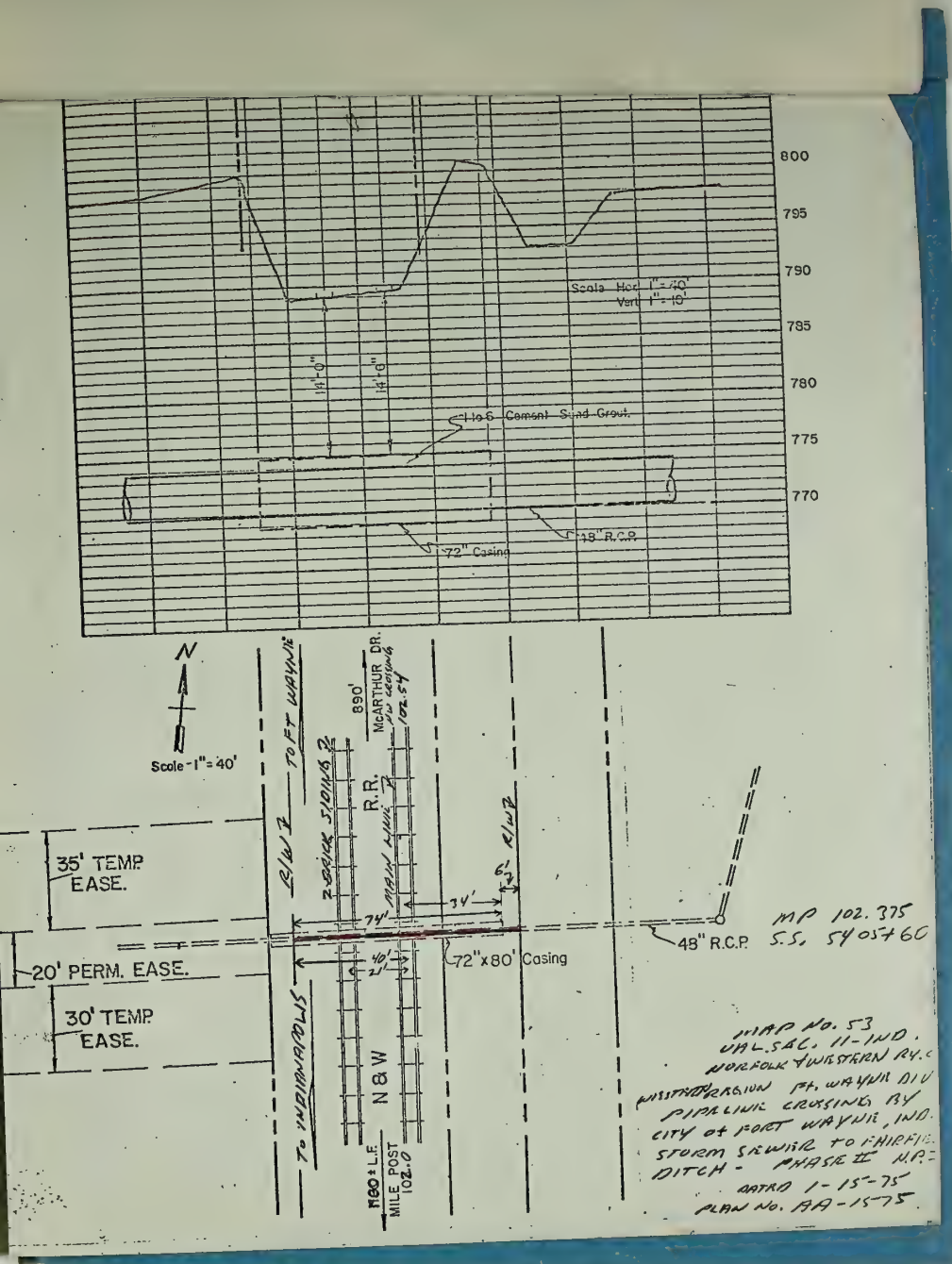
0.080 ALUMINUM -
FACE COVERED - 2271 YELLOW SCOTCHLITE
LETTERING - BLACK - SILKSCREENED

NORFOLK AND WESTERN RAILWAY CO.

SIGNS FOR MARKING UNDERGROUND FACILITIES

MAY 18, 1965

PLAN. L-435-A


800
795
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Scale Hor 1" = 40'
Vert 1" = 10'
14'-0"
14'-0"
1 to 6 Consol Sand Grout
72" Casing
18" R.C.P.
N
Scale - 1" = 40'
R/W 2 TO FT WAYNE
2 SERVICE SIDINGS
890'
McARTHUR DR.
as designated
102.54
R.R.
MAIN LINE
R/W 2
35' TEMP. EASE.
20' PERM. EASE.
30' TEMP. EASE.
74'
74'
6'
40'
72" x 80' Casing
48" R.C.P.
MP 102.375
S.S. 54 057 60
TO INDIANAPOLIS
N & W
1180 ± L.F.
MILE POST
102.0
MAP NO. 53
UAL.SAL. 11-IND.
NORFOLK & WESTERN RY. CO.
WESTERN REGION FT. WAYNE DIV
PIPELINE CROSSING BY
CITY OF FORT WAYNE, IND.
STORM SEWER TO FAIRFIELD
DITCH - PHASE II M.P.=
DATED 1-15-75
PLAN NO. AA-15-75

13

Memorandum 79- 16309

To BOARD OF PUBLIC WORKS Date 1/8/79

From PHILIP R. BOLLER, P.E. Chief Water Pollution Control Engineer

Subject McKinley- Connett-Edwards Sanitary Sewer
Resolution 876-78 Easement Res. 159-78 B.O. 124-70

COPIES TO:

NOTED
- [x] H.P.W.
- [ ] E.H.L.
- [ ] M.G.S.

Date

As you directed and approved in the preliminary hearing, the following is the amended easement description for Lot 16 and Lot 17 of Connetts Outlots as described in Paragraph 4 of the Easement Resolution. The Permanent Easement should read:

A 15-foot in uniform width easement along the South property line of Lot 16 and Lot 17.

Very truly yours,

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

DULY ENTERED FOR TAXATION
JUN 13 1979
Gloria J. Gaeglein
AUDITOR OF ALLEN COUNTY

PRB/DE/ds

79 JUN 13 P 2:57

BOARD OF PUBLIC WORKS
RECEIVED
JAN 9 - 1979

67-7-3 1/4/79

(66-267-18)
12-6-78

of Connetts Out lots, Plat Book 4, Page 41, more particularly described as follows:

Permanent Easement

A. A 25 foot in uniform width easement along the south property line of said lots 16 and 17.

Temporary Easement

A. A 10 foot in uniform width lying immediately north of the aforementioned permanent easement.

66-267-18 H.I
12/6/78

SEWER EASEMENT RESOLUTION NO. 159-78

MC KINLEY - CONNETT - EDWARDS SANITARY SEWER

For the condemnation of a Permanent and Temporary Easement for the purposes to construct a sewer line along and across a portion of the Northeast Quarter Section 16, Township 30 North, Range 12 East; bounded on the north by Covington Road; bounded on the east by McKinley Avenue; bounded on the south by Nuttman Avenue; bounded on the west by Norfolk and Western Railway Company

Resolved by the Board of Public Wroks of the City of Fort Wayne that it is desired and deemed necessary to condemn rights-of-way for Permanent and Temporary Sewer Easement purposes to construct a sewer line along and across a portion of the Northeast Quarter Section 16, Township 30 North, Range 12 East; bounded on the north by Covington Road; bounded on the east by McKinley Avenue; bounded on the south by Nuttman Avenue; bounded on the west by Norfolk and Western Railway Company.

1. The following described Permanent and Temporary Easement within lot 1 of Connetts Out lots, as recorded in Plat Book 4, Page 41, more particularly described as follows:

   Permanent Easement

   A. The east 10 foot of lot #1.

   Temporary Easement

   A. A 10 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

   B. The north 10 foot of lot #1

2. The following described Permanent and Temporary Easement within lot #2 of Connetts Out lots, Plat Book 4, Page 41, more particularly described as follows:

   Permanent Easement

   A. The east 10 foot of lot #2.

   Temporary Easement

   A. A 10 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

3. The following described permanent and Temporary Easement within lot #3 of Connetts Out lots, Plat Book 4, Page 41, more particularly described as follows:

   Permanent Easement

   A. The east 10 ft. of Lot #3.

   Tmeporary Easement

   A. A 10 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

4. The following described Permanent and Temporary Easement within lots 16 and 17 of Connetts Out lots, Plat Book 4, Page 41, more particularly described as follows:

   Permanent Easement

   A. A 25 foot in uniform width easement along the south property line of said lots 16 and 17.

   Temporary Easement

   A. A 10 foot in uniform width lying immediately north of the aforementioned permanent easement.

The following described Permanent and Temporary Easement within Lot 31 of Connetts Out lots, Plat Book 4, Page 41, more particularly described as follows:

Permanent Easement

A. The east 10 foot of lot #31.

Temporary Easement

A. A 18 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

6. The following described Permanent and Temporary Easement on space now or formerly owned by Menu Meats, Inc. as recorded by Instrument#71-9269 particularly described as follows:

Permanent Easement

A. A 15 foot in uniform width easement along the south property line of the above described parcel.

Temporary Easement

A. A 15 foot in uniform width lying immediately north of the aforementioned Permanent Easement.

7. The following described Permanent and Temporary Easement on space now or formerly owned by Indiana and Michigan Electric Company, being the North 110 foot of East 198 foot of West 671 foot Southeast Quarter, Section 16, Township 30 North, Range 12 East.

Permanent Easement

A. The north 20 foot of the west 36 foot of the above described space.

Temporary Easement

A. A 15 foot in uniform width lying immediately south of the aforementioned Permanent Easement.

8. The following described Permanent and Temporary Easement on space now or formerly owned by C. I. Steinbacher, said space being the North 110 foot of East 198 foot of West 869 foot Southeast Quarter, Section 16, Township 30 North, Range 12 East.

Permanent Easement

A. The east 10 foot of the above described space.

Temporary Easement

A. A 20 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

9. The following described Permanent and Temporary Easement on space now or formerly owned by Zumbrun Enterprises as recorded by Instrument #77-02358 particularly described as follows:

Permanent Easement

A. The east 10 foot of the above described space.

Temporary Easement

A. A 20 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

The following described Permanent and Temporary Easement on space now or formerly owned by Zumburn Enterprises, said space being the south 220 feet of North 440 feet of East 198 feet fractional of West 869 feet Southeast Quarter of the Northeast Quarter, Section 16, Township 30 North, Range 12 East.

Permanent Easement

A. The east 10 feet of the above described space.

Temporary Easement

A. A 20 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

11. The following described Permanent and Temporary Easement on space now or formerly owned by Zumburn Enterprises as recorded by Instrument 78-2223; more particularly described as follows:

Permanent Easement

A. The east 5 feet of the above described space.

Temporary Easement

A. A 10 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

12. The following described Permanent and Temporary Easement on space now or formerly owned by Zumburn Enterprises as recorded by Instrument #78-2223; more particularly described as follows:

Permanent Easement

A. The east 5 feet of the above described space.

Temporary Easement

A. A 10 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

13. The following described Permanent and Temporary Easement on space now or formerly owned by Zumburn Enterprises as recorded by Instrument #78-2223; more particularly described as follows:

Permanent Easement

A. The east 5 feet of the above described space.

Temporary Easement

A. A 10 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

14. The following described Permanent and Temporary Easement on space now or formerly owned by Contracting Projects in Land as recorded in Deed Book 523, Pages 223 and 224; more particularly described as follows:

Permanent Easement

A. The east 5 feet of the above described space.

Temporary Easement

A. A 10 foot in uniform width lying immediately west of and adjacent to the aforementioned Permanent Easement.

15. The following described Permanent and Temporary Easement on space now or formerly owned by Indiana Franklin Realty Co. as recorded in Deed Book 403, pages 412 and 413; more particularly described as follows:

Permanent Easement

A. A 5 foot in uniform width easement along the South property line of the

above described space.

Temporary Easement

A. A 20 foot in uniform width lying immediately North of the aforementioned Permanent Easement.

16. The following described Permanent and Temporary Easement within Lot #5 of Tielker Homestead Addition as recorded in Miscellaneous Records 47, Page 250, more particularly described as follows:

Permanent Easement

A. The South 5 ft. of Lot #5.

Temporary Easement

A. A 20 ft. in uniform width lying immediately North of the aforementioned Permanent Easement.

17. The following described Permanent and Temporary Easement within Lot #4 of Tielker Homestead Addition as recorded in Miscellaneous Records 47, Page 250, more particularly described as follows:

Permanent Easement

A. The South 5 ft. of the East 24 ft. of Lot #4.

Temporary Easement

A. A 20 ft. in uniform width lying immediately North of the aforementioned Permanent Easement.

18. The following described Temporary Easement within Lots 11, 12, 15, 19, 23, 24, and 27 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Temporary Easement

A. The East 20 ft. of the above said lots.

19. The following described Temporary Easement within lots 20 and 28 inclusive of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Temporary Easement

A. The East 18 ft. of the above said lots.

20. The following described Temporary Easement within Lot #8 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Temporary Easement

A. The South 30 ft. of the East 20 ft. of said Lot #8.

21. The following described Temporary Easement within Lot #9 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Temporary Easement

A. The South 20 ft. of the West 20 ft of said Lot #9.

22. The following described Permanent and Temporary Easements within Lot #5 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Permanent Easement

A. The North 35 ft. of the East 10 ft. of said Lot #5.

porary Easement

A. A 10 ft. in uniform width lying immediately West of the aforementioned Permanent Easement.

23. The following described Permanent and Temporary Easements within Lot #4 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Permanent Easement

A. The East 10 ft. of Lot #4.

Temporary Easement

A. A 10 ft. un uniform width lying immediately West of and adjacent to the aforementioned Permanent Easement.

24. The following described Temporary Easement within Lots 10, 13, 14, 17, 18, 21, 22, 25, 26, 29 and 30 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Temporary Easement

A. The West 20 ft. of the above said lots.

25. The following described Permanent Easement within Lots 23, 24 and 27 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Permanent Easement

A. The East 5 ft. of the above said lots.

26. The following described Permanent Easement within Lots 10, 13, 14, 17, 18, 21, 22, 25, 26, 29 and 30 of Connetts Out Lots as recorded in Plat Book 4, Page 41; more particularly described as follows:

Permanent Easement

A. The West 10 ft. of the above said lots.

27. The following described Permanent Easement within Lot #9 of Connetts Out Lots.

Permanent Easement

A. The South 10 ft. of the West 10 ft. of said Lot #9.

All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporation" as approved 1967, and the provisions of all acts amendatory thereto and supplemental thereof, more particularly referenced by I.C. 18-1-15-5 and 14; and I.C. 18-1-7-1 to 11.

All land affected lies within Northeast Quarter, Section 16, Township 30 North, Range 12 East.

ADOPTED THIS 6th DAY OF December, 1978.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

Reference Sewer Improvement Res. No. 876-78.

67-267-18

Linden, N. J. Election

61, 179

for recording

66-266-17 H.I 12/6/78

LOCAL SEWER IMPROVEMENT RESOLUTION

NO. 876, 19 78

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a local sewer, intended and adopted only for l cal use by the property holders whose property abuts thereon, and not intended or adapted for receiving sewage from collateral drains, be and the same is hereby ordered in and along MAIN LINE: Beginning at an existing manhole located 6± L.F. West of and 7.5± L.F. North of the Northeast corner of Lot #1 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence West 733± L.F. to a proposed manhole located 18± L.F. North of the Northwest corner of Lot #18 of said Connetts Out Lots; thence South 800± L.F. along and parallel to the East R/W line of Connett St. terminating at a proposed manhole located 10± L.F. South of the Southwest corner of Lot #30 of said Connetts Out Lots.

LATERAL #1: Beginning at an existing manhole located 6± L.F. West of and 7.5± L.F. North of the Northeast corner of Lot #1 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence Southeasterly 472± L.F. terminating at a proposed cleanout located 15± L.F. South of and 7± L.F. East of the Northeast corner of Lot #5 of said Connetts Out Lots.

LATERAL #2: Beginning at a proposed manhole located 18± L.F. North of and 5± L.F. East of the Northeast corner of Lot #19 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence North 432± L.F. along and parallel to the West R/W line of Edwards Street terminating at a proposed cleanout located 10± L.F. North of and 5± L.F. East of the Northeast corner of Lot #11 of said Connetts Out Lots.

LATERAL #3: Beginning at a proposed manhole located 18± L.F. North of and 5± L.F. East of the Northeast corner of Lot #19 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence South 1712 ± L.F. along and parallel to the West R/W line of Edwards Street to a proposed manhole; thence Southwesterly 644± L.F. along and parallel to the South R/W line of Edwards Street to a proposed manhole; thence West 819± L.F. along and parallel to the North R/W line of Nuttman Avenue terminating at a proposed manhole located 15± L.F. West of and 5± L.F. South of the Southeast corner of Lot #4 of Tielker Homestead Addition as recorded in Miscellaneous Records 47, Page 250.

LATERAL #4: Beginning at a proposed manhole located 18± L.F. North of the Northwest corner of Lot #18 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence North 427± L.F. along and parallel to the East R/W line of Connett Street terminating at a proposed cleanout located 5± L.F. North of the Northwest corner of Lot #10 of said Connetts Out Lots.

Said sewer shall be 8" and 10" in diameter.

in diameter, and said sewer, with all its appurtenances, shall be constructed in accordance with the profile and specifications now on file in the office of the Department of Public Works of said city.

The cost of said improvement shall be apportioned against and paid by the property holders whose property abuts thereon, and upon the City of Fort Wayne, Indiana, if the city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof. *

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate of six per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond or bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessments of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments and supplements thereto.

Adopted, this 6th *day of* December 19 78

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg

Edward D. La May

* Acts of 1967 I.C. 19-2-7-1 et. seq.

15

66-263-19 12/4/78 H.I.

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:

WARRANTY DEED

This indenture witnesseth that THE CITY OF FORT WAYNE, INDIANA

of Allen *County in the State of* Indiana

Convey and warrant to JAMES MACON and SANDRA K. MACON
husband and wife

of Allen *County in the State of* Indiana
for and in consideration of One Dollar ($1.00) and other good and valuable consideration
the receipt whereof is hereby acknowledged, the following Real Estate in Allen *County*
in the State of Indiana, to wit:

Lot Number 12, except the South 26 feet thereof in J. T. Hanna's Subdivision of Hanna's Out Lot Numbered 12 in the East half of the Southwest quarter of Section 12, Township 30 North, Range 12 East.

SUBJECT TO:

This conveyance is made subject to taxes for 1977 payable in 1978 and all subsequent taxes, to easements, rights-of-way and restrictions of record, and to municipal assessments becoming a lien on or after September 12, 1978.

State of Indiana, **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 4th *day of* December 19 78 *personally appeared:*

Robert E. Armstrong, Mayor of the City of Fort Wayne, Indiana, and

Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 3/6/80 19

Resident of Allen County, Ind. *Notary Public*

Resident of Allen *County.*

Dated this 4th **Day of** December 19 78

Robert E. Armstrong *Seal*
Robert E. Armstrong, Mayor
The City of Fort Wayne, Indiana *Seal*

ATTEST:
Charles W. Westerman *Seal*
Charles W. Westerman, Clerk
The City of Fort Wayne, Indiana *Seal*

Seal

Seal

This instrument prepared by Larry J. Burke *Attorney at Law*

MAIL TO:

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. Rev 6-78

17

66-252-12 H.I
11/22/78

DULY ENTERED FOR TAXATION
JAN 19 1979
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

79- 01912

5-13-79

AGREEMENT FOR SEWER EXTENSION

INSTRUMENT # 13,741

THIS AGREEMENT, made in triplicate this 22 day of November, 1978 by and between MARLIN R. JONES and G. MICHAEL AXSON, doing business as MARLIN R. JONES and G. MICHAEL AXSON, an Indiana General Partnership, being all of the partners, hereinafter called "Developers", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer (local sewer) described as follows:

ALLEN COUNTY RECORDER
79 JAN 31 PM 1:42

Beginning at an existing manhole located at the Northwest corner of Lot #11 of the Villas of the Marketplace, St. Joseph Township, Allen County, Indiana; thence Westerly 130± feet to a proposed manhole #2; thence West 420± feet to and terminating at a proposed manhole #3 located 175± feet East and 15± feet South of the intersection of Terry Lane and St. Joe Road.

in accordance with plans, specifications, and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as TERRY LAND-ROUSSEAU SANITARY SEWER, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas, and;

WHEREAS, the City has received a petition from those people on Terry Lane whose properties will abut the Developer's proposed offsite sanitary sewer, for City sewers; and

WHEREAS, the City is interested in serving the properties that will abut the proposed sewer; and

WHEREAS, the cost of construction of said sewer is represented to be $14,947.50 composed of $11,727.50 for construction costs, $2,200.00 for engineering services, $500.00 for AGREEMENT fees, and $520.00 for inspection.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City

and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

The City agrees to pay the Developer, within thirty (30) days after City acceptance, the cost of other prorate shares which is herein established at $10,823.60, and Developer shall pay the balance of the cost of said sewer.

3. AREA OF DEVELOPER

Said sewer, when accepted by the City, will serve the following described real estate:

> Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows, to wit:
>
> Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 20; thence West, on and along the North line of said Northwest Quarter, 576.9 feet; thence S 00°-07' W, 523.56 feet; thence N 89°-41' W, 219.1 feet (recorded 218.5 feet); thence N 82°-00' W (deed bearing and is used as the basis of bearings for the courses in this description), 210.2 feet to the true point of beginning; thence continuing N 82°-00' W, 231.8 feet to the centerline of St. Joe Road as it presently exists; thence Southwesterly, on and along said centerline, being a 6°-46'-30" curve to the left, having a radius of 845.7 feet, an arc distance of 216.41 feet (the chord of which bears S 16°-28' W for a length of 215.82 feet) to the point of intersection with the Westerly projection of the North line of Terry Lane; thence S 89°-39' E, on and along said Westerly projected North line and said North line, 296.0 feet; thence N 01°-43' W, 176.6 feet to the true point of beginning, containing 1.191 acres of land and subject to legal right-of-way for St. Joe Road.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, oversizing and/or interceptor area connection charges, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA

Said sewer, when constructed, will also serve the additional or excess area as shown on attached Exhibit "A".

In the event any present or future owner of said described excess area shall at any time after the date of this contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; City, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City in addition to the cost of standard tap-in, oversizing and/or interceptor area connection charges, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom, the sum of $0.74688 per square foot for the area served by each connection and use, which represents the prorata share the cost of the extension of City sewer to said excess area. Exhibit "A" showing properties in excess area subject to charge for construction and use of sewer as of this date is attached.

5. AREA CONNECTION FEES (Oversizing and/or interceptor charges)

In addition to the above described "Local Connection Fees", all future users of said Sewer, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne the St. Joe Interceptor Area Connection Fee of $475.00 per acre as set forth in Document #74-22909 recorded on October 1, 1974, and a Market Place of Canterbury Sewer Fee of $105.00 per acre as set forth in Document #74-13593 recorded June 17, 1974, for a total of $580.00 per acre. The amounts so collected shall be retained by the City for expansions and improvements as set forth in the aforedescribed Resolutions and deposited with the Fort Wayne Water Pollution Control Utility.

6. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

7. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of and land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contamined waste.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title or assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof, pursuant to Burns Indiana Statutes Anno. I.C. 10-2-16, 17 & 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne any future time by duly authorized ordinance the said real estate described in Article 3, herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

10. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Marlin R. Jones, Partner

G. Michael Axson, Partner

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARLIN R. JONES & G. MICHAEL AXSON, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 18th day of September, 1978.

MY COMMISSION EXPIRES:

Aug. 12, 1981

Patricia A. Warnock
Notary Public
PATRICIA A. WARNOCK

NOTARY PUBLIC STATE OF INDIANA

CITY OF FORT WAYNE, INDAINA

BY: Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS:

H. P. Wehrenberg, Chairman

E. H. LaMar, Member

M. G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

APPROVED AS TO FORM & LEGALITY:

Assistant City Attorney

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT E. ARMSTRONG, ~~H. P. WEHRENBERG~~, E. H. LAMAR, and M. G. SCOTT, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 22 day of November, 1978.

MY COMMISSION EXPIRES:

3/6/80

Anne J. Fox
ANNE FOX
Resident of Allen County

NOTARY PUBLIC

1. Local Sewer Cost:

Construction	$10,075.00
Inspection/Permits	520.00
Engineering	2,200.00
Agreement	500.00
TOTAL COST	$13,295.00

Pro Rata share per square foot of area served:

$$\frac{\text{total cost}}{\text{total area served}} = \frac{\$13,295.00}{178,007 \text{ Ft.}^2} = \$ .074688/\text{ft}^2$$

2. Area Assessment Costs;

$575.00/acre of tract

or $ .01320/ft^2 of tract

3. Additional Charges:

a. 6" WYE Connection
b. Tap extension plain
c. Tap extension under pavement

NAME	TRACT NO.	AREA $(ft)^2$	LOCAL COST	AREA COST	TOTAL
Robert W.&Diana L. Shambaugh	1	L. 32,600 A. 37,897	$2434.83 a. 25.00	500.25	
			$2459.83	500.25	$2960.08
Clarence & Alma E. Radesk	2	L. 16,533 A. 16,533	$1234.82 a. 25.00 b. 49.25	218.24	
			$1309.07	218.24	$1527.31
Kenneth W.& Eileen J.Smith	3	L. 16,533 A. 16,533	$1234.82 a. 25.00 b. 49.25	218.24	
			$1309.07	218.24	$1527.31
Clyde L. & Ella M.Hess	4	L. 16,333 A. 16,533	$1234.82 a. 25.00 b. 49.25	218.24	
			$1309.07	218.24	$1527.31
Vernon F. & Esther H.Daseler	5	L. 18,370 A. 18,370	$1372.02 a. 25.00 b. 49.25	242.49	
			$1446.27	242.49	$1688.76
Jesse H. & Mary A. Henning	6	L. 16,995 A. 16,995	$1269.32 a. 25.00 c.394.00	224.34	
			$1688.32	224.34	$1912.66
Marlin R. Jones & G. Michael Axson	7	L. 43,995 A. 51,880	$3285.90 a. 50.00 c.788.00	684.83	
			$4123.90	684.83	$4808.73
Daniel J.Dienelt, Robert Houser & Larry Givens	8	L. 16,448 L. 16,448 A. 16,448	$1228.47 a. 25.00 b. 49.25	217.12	
			$1302.72	217.12	$1519.84
TOTAL:		L. 178,007 A. 191,229	$ 13,295.00 a. 225.00 b. 246.25 c. 1,182.00		
			$ 14,948.25	2523.75	$17,472.00

SEP 22 1978
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

EXHIBIT "A"

SCALE 1"=100'

N.W. 1/4 N.W. 1/4
SEC. 20 TWN. 31
N. RANGE 13E

S. 89°31'11"E. 576.10

CITY LIMITS ANNEXATION

AREA OF DEVELOPER EXCESS AREA

CITY ANNEX.

ST. JOE ROAD

PARKER HOLLOW

OLD R/W

NEW R/W

ORIG. 174.2

ORIG. 154

ORIG. 144.3

182.5

182.5

LOT 3

TERRY LANE

KENDALE DRIVE

50' EASEMENT D.R. 703-76-77 (ORIG.) ALSO D.R. 704-552-554 (RERECORDED)

N. 89°32'21" W. 625.37

MARKET PLACE

BLUEBIRD COURT

REDBIRD TRAIL

VILLAS OF

TRACT #1

TRACT #2

TRACT #3

TRACT #4

TRACT #5

TRACT #6

TRACT #7

TRACT #8

1 183.62
2 183.68
3 183.73
4 183.79
5 183.85
6 183.91
7 193.97
8
9
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11
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13
14
16
26
27
28
29
30
31

N. 0°15'24" E. 233.7

N. 0°15'24" E. 1837.23

N. 0°15'24" E. 1830.

N. 0°15'24" E. 1833.

N. 0°15'24" E. 1839.6

214.7

73.24

107.57

306.76

S. 89°31'11" E. 576.10

66-254-7 M.I.
11/27/78

NORTHCREST STATION
City of Fort Wayne

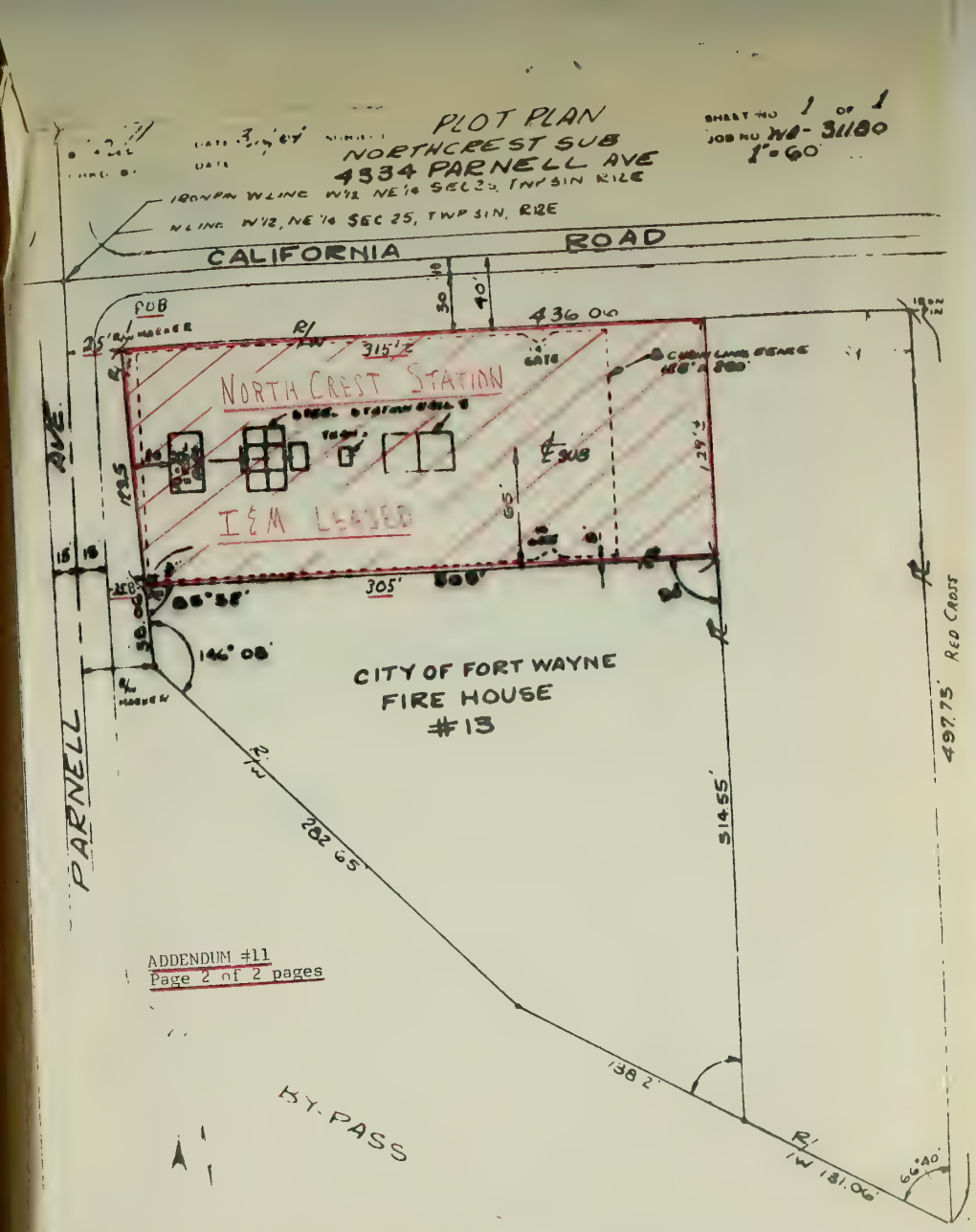
Description

Commencing at the Northwest corner of the Northeast One-Quarter of Section 25, Township 31 North, Range 12 East; thence South along the West line of said One-Quarter Section 25 a distance of 40 feet; thence east and parallel to the North line of said One-Quarter Section 25 a distance of 25 feet; said point being the southeast corner of the California Road and Parnell Avenue, the point of beginning; thence Southeasterly a distance of 129.5 feet to a point 35.8 feet normal distance East of the West line of said Northeast Quarter of Section 25; thence East parallel to the North line of said Northeast Quarter of Section 25 a distance of 305 feet, more or less, to the east line of the real estate occupied by the City of Fort Wayne Fire House #13; thence North a distance of 129.0 feet, more or less, to the South Right-of-way line of California Road; thence West on said South Right-of-way line a distance of 315 feet, more or less, to the point of beginning: subject to the Right-of-way for Parnell Avenue.

ADDENDUM #11

Page 1 of 2 pages

APPROVED
Board of Public Works


PLOT PLAN
NORTHCREST SUB
4334 PARNELL AVE
IRON PIN W LINE W½ NE¼ SEC 25, TWP 31N, R12E
N LINE N½, NE¼ SEC 25, TWP 31N, R12E
SHEET NO 1 OF 1
JOB NO WA-31180
1"=60'
CALIFORNIA ROAD
POB
436.00
315'±
NORTH CREST STATION
I & M LEASED
PARNELL AVE
305'
88°58'
146°08'
CITY OF FORT WAYNE
FIRE HOUSE
#13
282.65'
514.55'
497.73' RED CROSS
138.2'
131.06'
66°40'
BY-PASS
ADDENDUM #11
Page 2 of 2 pages

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

November 28, 1978

Mr. Wm. L. Blackburn
Right-of-way Agent - Senior
Indiana & Michigan Electric Company
2101 Spy Run Avenue
P.O. Box 60
Fort Wayne, Indiana 46801

Dear Mr. Blackburn:

Attached is approved copy of real estate described in

Addendum #11 leased property captioned "Northcrest Station.

Map of described premises is also attached.

Yours truly,

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

ajf
attachments

cc: C. O'Neal, St. Light Engr.

AN EQUAL OPPORTUNITY EMPLOYER

66-234-1 11/27/78

American Electric Power System
INDIANA & MICHIGAN ELECTRIC COMPANY
2101 Spy Run Avenue, P. O. Box 60, Fort Wayne, Indiana 46801

November 21, 1978

Board of Public Works
Attn: Mr. Henry P. Wehrenberg
City County Bldg. - 9th Floor
Fort Wayne, IN 46802

Dear Mr. Wehrenberg:

On August 26, 1977 by a letter from the Board of Public Works to the Indiana & Michigan Electric Company, three tracts of real estate used as substation sites by the City of Fort Wayne were defined and designated as leased property under the terms of the lease agreement between the City of Fort Wayne and the Indiana & Michigan Electric Company. The three substation sites were Dwenger, Lakeside, and Three Rivers.

We will appreciate your also defining and designating the real estate described in Addendum #11, attached hereto and captioned 'Northcrest Station', as leased property. The map of the described premises is also attached.

Very truly yours,

INDIANA & MICHIGAN ELECTRIC COMPANY

Wm. L. Blackburn

Wm. L. Blackburn
Right-of-way Agent - Senior

WLB:rjb

Attachment

66-252-9 11/22/78 H.I.

Form Approved By
Allen County Indiana Bar Assoc.
Fort Wayne Board of Realtors.

AGREEMENT TO PURCHASE REAL ESTATE

TO: VOLUNTEERS OF AMERICA, INC. OWNERS DATE: OCT. 24, 1978

The undersigned (hereinafter called "Buyer") offers to purchase, upon the terms and conditions set forth below, the real estate in Allen County, Indiana, whose legal description is:

ALL OF THE SOUTH 100 FT. NORTH OF THE RAILROAD AND WEST OF WELLS ST OF LOT 7, WELLS RESERVE IN FT. WAYNE, IND

Such real estate is hereinafter called the "Real Estate". Its street address is 1001 WELLS ST. FT. WAYNE, IND 46808

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

1. Purchase Price and Terms. The purchase price shall be $ 130,000.00, to be paid in accordance with the terms of Paragraph A (insert A, B, C or D):

   A. *Cash.* The entire Purchase price shall be paid in cash.

   B. *Cash With New Mortgage.* The entire purchase price shall be paid in cash, subject, however, to Buyer's being able to obtain within _____ days from date hereof a _____ mortgage loan on the Real Estate for not less than $ _____. If Buyer is unable to obtain such financing within that time, this Agreement shall then terminate and any earnest money deposited hereunder shall be refunded to Buyer without delay. Buyer agrees to make immediate application for such financing. If the financing is subject to discount points Seller agrees to pay such discount points not to exceed $ _____.

   C. *Cash, Subject To Existing Mortgage.* Buyer shall pay approximately $ _____ in cash and assume and agree to pay the unpaid balance of and to perform the provisions of, an existing mortgage on the Real Estate held by _____ as mortgagee, Seller represents that the unpaid principal balance of such mortgage is approximately $ _____ as of _____, 19____. Buyer shall begin to pay such unpaid balance by paying the payment due _____, 19____. Transfer fees, if any, required by the mortgagee shall be paid by _____.

   D. *Land Contract.* Buyer shall pay $ _____ in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase price in monthly payments of not less than $ _____ per month, including _____ % interest, computed _____, plus taxes and insurance. The land contract is to be written upon the Allen County Indiana Bar Association form.

All earnest money paid under this Agreement shall be deducted from any payment required to be paid in at the closing.

2. Taxes and Assessments. ~~Buyer~~ Seller shall ~~encumber~~ pay the taxes upon the Real Estate due and payable ~~in May, (November), 19__~~ PRORATED TO DAY OF CLOSING. and all subsequent taxes. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the Real Estate or are serving the Real Estate.

3. Possession. Possession of the Real Estate shall be delivered to Buyer on or before 90 DAYS AFTER CLOSING. Rents, if any, shall be prorated as of the date of closing. Insurance shall be ~~terminated~~ (cancelled) as of the date of closing. Seller will pay all charges for utility services furnished the Real Estate until that date possession is delivered.

4. Improvements and Fixtures. This offer includes all improvements and permanent fixtures used in connection with the Real Estate, including but not necessarily limited to electrical, gas, heating and plumbing fixtures, screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and THE APPROXIMATE 1860 SQ. FT COVERED PATIO FOR THE PURCHASE PRICE. If any, now in or on the Real Estate and the same shall be fully paid for and free of all liens and encumbrances at the time of closing, unless otherwise specified and agreed by Buyer. KEPT IN FORCE BY SELLER UNTIL DAY OF ACTUAL POSSESSION BY BUYER. ACTUAL SOUTH WALL OF THE BUILDING AND RESTING ON GROUND LEASED FROM OTHERS

5. Use. Buyer represents that his intended use of the Real Estate requires a zoning classification of _____, and on the date of closing the Real Estate shall be in a district permitting such use.

6. Earnest Money. As earnest money, Buyer deposits with the Seller's agent named below the sum of $ NONE. Upon acceptance of this offer by Seller, Buyer will deposit with such agent additional earnest money in the sum of $ _____.

7. Acceptance. If this offer is accepted, it shall constitute an agreement between Buyer and Seller, binding and inuring to the benefit of them and their respective heirs and personal representatives. If, after acceptance, Buyer fails to complete the purchase as agreed, all earnest money shall be forefeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

   If this offer is not accepted in writing on or before DEC. 1, 1978, it shall then expire, and all earnest money shall be returned to Buyer without delay.

8. Other Terms: THE BUYER SHALL ALSO PAY TO THE SELLER AN ADDITIONAL $4000.00 AS NEGOTIATED MOVING EXPENSES. AFTER DATE OF POSSESSION, THE SELLER MAY RENT THE ABOVE PROPERTY FROM THE BUYER FOR A PERIOD OF 120 DAYS AT THE RATE OF $8.34 PER DAY. AFTER WHICH TIME THE RENT SHALL BE AT THE RATE OF $100.00 PER DAY.

9. Survey. Seller shall furnish at Seller's expense a certificate of survey of the Real Estate showing the dimensions thereof and the location of all improvements, building lines and easements as of the date hereof. The survey shall include the setting or locating of corner stakes or pins.

10. Abstract of Title. Prior to closing Seller shall furnish at Seller's expense a properly prepared Abstract of Title for the Real Estate, continued to a date after the date of this Agreement, disclosing a marketable title in Seller. Buyer will have the abstract examined by his attorney and will submit a legal opinion thereon without unreasonable delay. Seller will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable his title to the Real Estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

11. Closing. This transaction shall be closed as soon as title to the Real Estate meets necessary legal requirements and Buyer obtains the necessary financing, if any, as hereinabove provided. At closing, Buyer shall make payment of the purchase price as provided in Section 1 above, and Seller shall deliver to Buyer a properly prepared and executed General Warranty Deed ~~or Land Contract~~, conveying ~~or contracting to convey~~ the Real Estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. The deed shall be accompanied by a Closing Affidavit. Seller shall assume the risk of loss or damage to the Real Estate and all improvements thereon until the delivery of the General Warranty Deed ~~or Land Contract~~. In the event the Real Estate and all improvements thereon cannot be conveyed ~~or contracted to be conveyed~~ to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer, and earnest money deposited hereunder shall be returned to Buyer without delay.

12. Miscellaneous. Buyer has personally inspected and examined the Real Estate and makes this offer in good faith. All the terms and conditions are stated herein, there being no verbal agreements. Headings are inserted for convenience only and do not constitute a part of this Agreement. Whenever necessary and where the context admits, the singular terms "Buyer" and "Seller" and their related pronouns include the plural, the masculine, and the feminine.

BUYER: CITY OF FT. WAYNE, IND BUYER: Harvey M. Woodring
LAND ACQUISITION AGENT-UTILITY ENG. DEPT

ADDRESS: CITY-COUNTY BLDG. ONE MAIN ST. PHONE: 423-7161
FT. WAYNE, IND. 46802

ACCEPTANCE BY SELLER

The undersigned Seller accepts the above offer and agrees with its terms and conditions. Seller also agrees to pay its agent named below a commission of $ _____, which shall be deducted from the first payment made to Seller. Seller also authorizes its agent to hold all money deposits in escrow until the closing of this transaction.

This acceptance is subject, nevertheless, to the conditions, if any, immediately following:

DATE: 11/15/78, 19

THE VOLUNTEERS OF AMERICA, Inc.

SELLER: John F. McMahon, President SELLER: Edna Clements, Secretary

ADDRESS: PHONE:

AGENT OF SELLER

As agent for Seller, the undersigned agent acknowledges receipt of earnest money deposited with him in the following amounts and on the dates indicated:

Date	Amount	Agent

Such earnest money is held in escrow and will be paid in accordance with the terms of the above agreement between Buyer and Seller.

66-252-8 H.I
11/22/78

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5823 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

DECATUR ROAD - From the East pavement line of Lafayette Street to the North curb line of Tillman Road.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 22 day of November, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

66-252-8 H.I
11/22/78

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FOR STREETS

NO. 5823 1978

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ADOPTED, this 22 day of November, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

IMPROVEMENT RESOLUTION NO. 5823-1978

ESTIMATED QUANTITIES AS FOLLOWS:

Decatur Road - from the east pavement line of Lafayette Street to the north curb line of Tillman Road.

C.L. Length 9320 Ft. Width 22 Ft.

1000 Sq. Yd.	Pavement Removal
300 Ton	H.A.C. #9 Binder
1669 Ton	H.A.C. #11 Binder
1520 Ton	H.A.C. A-2 Surface
5.3 Ton	Joint & Crack Sealer
2337 Ton	#53 Crushed Stone
21 Each	M.H.'s Adjust & Set to Grade
13 Each	C.B.'s Adjust & Set to Grade
20 Each	Water Valves Adjust & Set to Grade
5 Each	Marshall Verification Tests

21

66-250-25 H.I
11/20/78

EMERGENCY RESOLUTION NO. 66-250-25

WHEREAS, the Imp-Jet submerged burner at the Three Rivers Filtration Plant ceased functioning; and

WHEREAS, Tomco Equipment Company is only company which can repair said burner:

NOW, THEREFORE, the Board of Public Works declares an Emergency exists for said repair and approves Purchase Order No. 0484 to Tomco Equipment Company in the amount of $4,300.00.

Approved this 20th day of November, 1978.

Edward N. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

CITY OF FORT WAYNE
CITY UTILITIES

DEPARTMENT OF PURCHASES
CITY—COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

ORIGINAL
PURCHASE ORDER NO. 0484

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE November 16, 1978

Tomco Equipment Company
Route 2, Rosebud Road
Loganville, Georgia 30302

SHIP TO —

Three Rivers Filtration Plant
Griswold Drive
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO —
CITY UTILITIES
GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802
INVOICE IN DUPLICATE, INCLUDING CERTIFICATION AS REQUIRED BY INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACC'T. OR W.O. NO.	UNIT PRICE	TOTAL
			21-652.03		
		Repair of our Imp-Jet submerged burner			$ 4,300 00

APPROVED
Board of Public Works

Henry C. Wehrenberg
Edward D. Ramsey
Mark E. Grant

Per telephone quote by Mr. Jim Phillips
11/14/78, letter to follow.

Emergency confirming order

ATTENTION!
Send all invoices to General Accounting
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46802
Show P. O. Number on Packing Slip and Invoice.

RW/pl #626

NOTE: ITEMS OR QUANTITY NOT AS SHOWN ON FACE OF INVOICE OTHERWISE CAN BE [illegible]

Memorandum

To Board of Public Works Date 11/16/78

From Edmund A. Stanczak, Jr. RHP

Subject ATTACHED PURCHASE ORDER NO. 0484

COPIES TO:

Glen Patrick
Purchasing

Per the attached recommendations from Glen Patrick, I concur that this should be handled on an emergency basis and recommend the Board take appropriate action to approve this purchase order.

BOARD OF PUBLIC WORKS
NOV 17 1978
RECEIVED

NOTED
☐ D.P.W.
EVD ☐ L.
☐ B.O.S.
Date

FORM U-46

City Utilities

PURCHASE REQUISITION

Tomco Equipment Co.
Route 2, Rosebud Road
Loganville, Ga. 30302

Date Nov. 15, 1978

Please order the following Material for Delivery as Specified:

To be delivered to Three Rivers Filtration Plant Req. No. #626

On or before P. O. No. 0484

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED COST	
	Repair of our Imp-Jet submerged burner	21-652.03		
			$4,300	.00
	Per telephone quote by Mr. Jim Phillips			
	11/14/78, letter to follow.			
	Emergency confirming order.			
REMARKS:				

I hereby certify that the work or supplies above specified are necessary for stock or use in this department.

Glen R. Fabrick II
Dept. Head

Department Filtration Plant

Charge Light ____ Water X Sewage ____

Date November 15, 1978

To: Purchasing Department

Subject: Repair of the Imp-Jet submerged combustion burner

Emergeney repair of this unit is essential for the recarbonation of our water being treated at the Plant.

Glen R. Patrick

Glen R. Patrick, Superintendent
THREE RIVERS FILTRATION PLANT

GRP:chf

FORM U-100

66-244-7 H.I. 11/16/78

2-

EMERGENCY RESOLUTION NO. 66-244-7

WHEREAS, a Water Main Break occurred at the intersection of Delaware and Randallia Drive necessitating replacement of 160 feet X 42 feet 7 inches wide of pavement; and

WHEREAS, City Utilities Water Maintenance cannot perform the necessary pavement repair at this time; and

WHEREAS, Street Engineering has solicited bids from Hipskind Asphalt Corporation, L. W. Dailey, Inc. and Rieth-Riley Construction Company and received none but L. W. Dailey, Inc. is available to do work and submit invoice based upon time and material required:

NOW, THEREFORE, the Board of Public Works declares an Emergency exists to replace said pavement and orders Water Maintenance Department to issue a Purchase Order to perform said work to L. W. Dailey, Inc.

Approved November 16, 1978.

Todd W. LaMar

Mary O. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

From Kenneth N. Traylor

Subject Emergency Water Cut Repair - Randallia Dr.

COPIES TO:

Please note the attached correspondence concerning a water main break at the intersection of Delaware and Randallia Dr.

Street Engineering Department has recommended repair of Randallia over a distance of 160 feet by 42 feet, 7 inches in width. Mr. Lloyd Miller and Ed Stanczak have indicated this volume of work is outside the scope of Water Maintenance Department's capabilities and have verbally asked Street Engineering Department through the Board of Works to obtain a contractor.

L. W. Dailey, Inc. is available to perform the work. Therefore, I respectfully request the Board of Works to pass a Resolution declaring this work to be an emergency and advise L. W. Dailey to proceed immediately. Dailey will submit an invoice based upon time and material.

Kenneth N. Traylor

KNT:ms

Att. Hypo Limit
L. W. Dailey, Inc } requests to do work
Keith Riley

From Kenneth N. Traylor

Subject Emergency Water Cut Repair - Randallia Dr.

COPIES TO:

Biggs
Stanczak

City Street Engineering Department appreciates your request for assistance concerning the recent water main break on Randallia Dr. and offer our recommendations for pavement restoration, as follows:

Location: Randallia Dr. (Between Lake & State)

Problem: Due to a leakage on a water main approximately 150 S.F. of the pavement had to be dug out for repairing.

Condition Around: The pavement around the area where the water main is being repaired is in poor condition (total of 7,500 S.F.) and needs immediate repairing (See attached sketch).

Recommendations: The surface area should be excavated (10" deep) and removed (6,256 C.F.). After proper grading new 8" asphalt binder #9 should be laid and then surfacing should be carried out.

If you need any further assistance, please contact the undersigned or Mel Salyer.

Kenneth N. Traylor

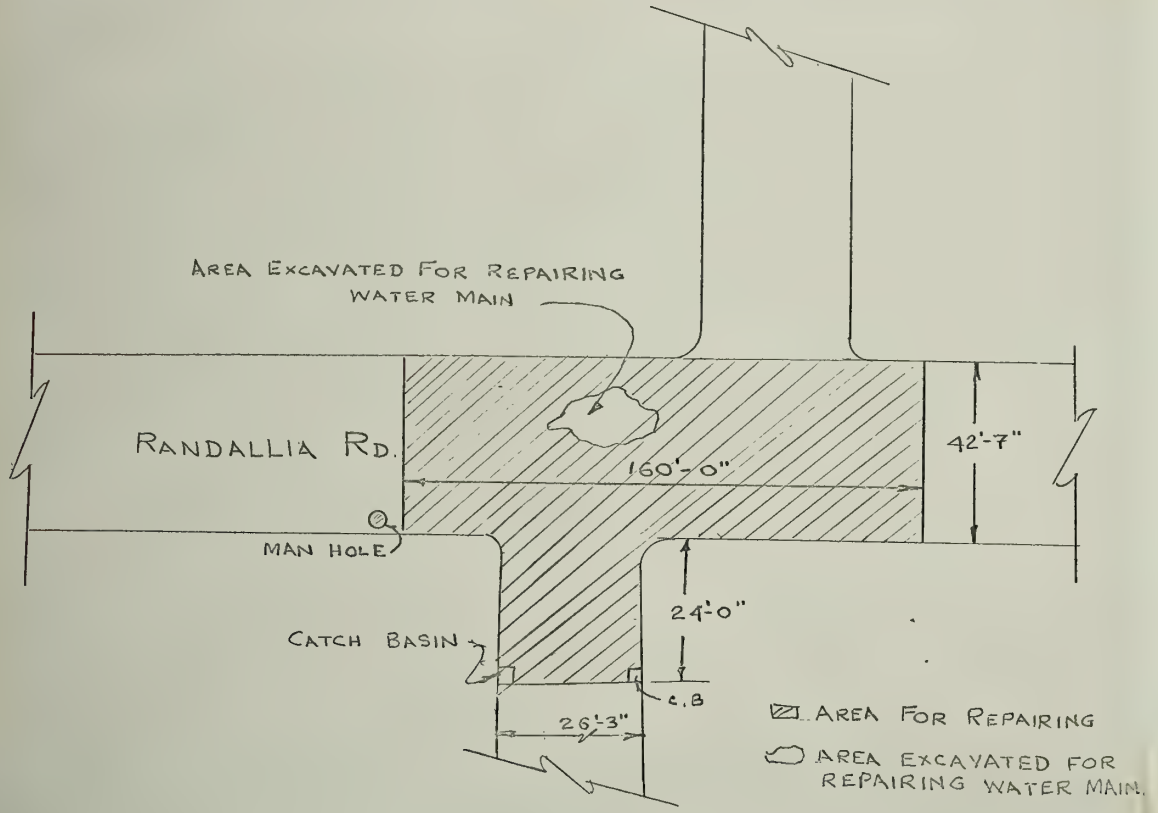
KNT:ms

Att.

P.S. We do consider this an emergency and would like pavement restoration immediately. Hipskind is available to do the work.

KNT

NOV 15 1978


AREA EXCAVATED FOR REPAIRING WATER MAIN
RANDALLIA RD.
160'-0"
42'-7"
MAN HOLE
24'-0"
CATCH BASIN
C.B
26'-3"
AREA FOR REPAIRING
AREA EXCAVATED FOR REPAIRING WATER MAIN.
NOT TO SCALE
DELAWARE ROAD

66-244-7 11/16/78 H.I.

2

EMERGENCY RESOLUTION NO. 66-244-7

WHEREAS, a Water Main Break occurred at the intersection of Delaware and Randallia Drive necessitating replacement of 160 feet X 42 feet 7 inches wide of pavement; and

WHEREAS, City Utilities Water Maintenance cannot perform the necessary pavement repair at this time; and

WHEREAS, Street Engineering has solicited bids from Hipskind Asphalt Corporation, L. W. Dailey, Inc. and Rieth-Riley Construction Company and received none but L. W. Dailey, Inc. is available to do work and submit invoice based upon time and material required:

NOW, THEREFORE, the Board of Public Works declares an Emergency exists to replace said pavement and orders Water Maintenance Department to issue a Purchase Order to perform said work to L. W. Dailey, Inc.

Approved November 16, 1978.

Edward W. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

66-242-15 H. 11/15/78

Memorandum

To Board of Works, Attn: Ursula Miller Date November 13, 1978

From Kenneth N. Traylor

Subject PSC Cause No. 35033 - Wells St. Railroad Crossing

COPIES TO:

H. Biggs

The State of Indiana Public Service Commission has submitted invoice to the City of Fort Wayne in the amount of $116.91 for their expenses involved in the Public Hearing held in Indianapolis for the purpose of determining if the City of Fort Wayne and Allen County Commissioners could cross the Conrail tracks in the vicinity of the new proposed Wells Street Bridge.

The findings of the Commission were favorable to the City of Fort Wayne, subject to certain considerations which are attached for the Board's information.

Respectfully request Board of Works issue a check payable to the Public Service Commission and mail to:

Max W. Tucker, Executive Secretary
Public Service Commission
901 State Office Bldg.
Indianapolis, IN 46204

The payment should be made from the Local Arterial Road & Street Account monies obtained for the Wells Street Bridge project.

Kenneth N. Traylor

KNT:ms
Att.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802
Reply to: 1600 Lincoln Bank Tower
Fort Wayne, Indiana 46802

NOV 8 1978
STREET
DEPT.

November 7, 1978

Mr. Ken Traylor
City Street Engineer
7th Floor, City-County Bldg.
Fort Wayne, Indiana 46802

Re: Board of Public Works vs. Conrail
Docket No. 35033, Public Service Commission of Indiana

Dear Ken:

Please find enclosed herewith the Order rendered on November 1, 1978, approving our Petition for the establishment of a new grade crossing and to realign Wells Street.

Also, I am enclosing the invoice for charges in the amount of $116.91 which should be paid within twenty (20) days from November 1, 1978.

Thank you very much for your assistance and cooperation in this matter.

Very truly yours,

GROSSMAN, SCROGHAM & CAPPELLI

By _____
(Kenneth L. Scrogham)

lah

Enclosures

AN EQUAL OPPORTUNITY EMPLOYER

STATE OF INDIANA
PUBLIC SERVICE COMMISSION
901 STATE OFFICE BUILDING
INDIANAPOLIS, INDIANA 46204
PHONE (317) 633-5359

NOV 8

Date November 1, 1978

Cause Number 35033

Bill Number 1095
(Quote when remitting)

Kenneth L. Scrogham
Associate City Attorney
1600 Lincoln Bank Tower
Ft. Wayne, IN 46802

"Board fo Public Works"

INVOICE OF CHARGES

Accounting Services	$
Engineering Services	
Statutory Fees	
Legal Advertising	43.41
Public Counselor	
Reporting Services	30.50
Railroad Inspection	
Commission Fees	43.00
Xerox	
Other	
Pay this Amount	$ 116.91

In accordance with I.C. 8-1-2-70 this item must be paid within 20 days. Make checks payable to Public Service Commission of Indiana and mail to the undersigned.

Mark D. Tumbleson
EXECUTIVE SECRETARY

...MISSION OF INDIANA

BOARD OF PUBLIC WORKS OF FORT WAYNE, INDIANA, vs. CONSOLIDATED RAIL CORPORATION, FORMERLY THE PENN CENTRAL TRANSPORTATION COMPANY: IN THE MATTER OF THE PETITION OF THE BOARD OF PUBLIC WORKS OF FORT WAYNE, INDIANA, TO ESTABLISH A GRADE CROSSING AND TO REALIGN A CITY STREET OVER CONSOLIDATED RAIL CORPORATION TRACKS, FORT WAYNE, COUNTY OF ALLEN, INDIANA

DOCKET NO. 35033

APPROVED: NOV 1 - 1978

APPEARANCES:

For the Petitioner; Board of Public Works for Ft. Wayne, Indiana: Kenneth L. Scrogham, Associate City Attorney, 1600 Lincoln Bank Tower, Ft. Wayne, Indiana 46802

Add'l: Karl Johnson, Butler-Fairman-Seufert

For the Respondent; Consolidated Rail Corporation: Daniel F. Donovan, Commerce Counsel, Six Penn Center Plaza, Philadelphia, PA 19104

Add'l: Ron Lowe, Allen

For the Public: Ronald L. Dyer, Asst. Public Counselor, 807 State Office Bldg., Indpls., Indiana 46204

BY THE COMMISSION:
By: Robert W. York, Hearing Examiner

This cause commenced by Petition of the City of Fort Wayne, Indiana, filed with this Commission on the 14th day of July, 1977, seeking approval of the establishment of a new grade crossing and to re-align a city street over a Consolidated Rail Corporation track in Fort Wayne, Indiana.

Pursuant to notice duly published as required by law, this cause was set for hearing and heard in full at 10:00 a.m. on January 25, 1978, with appearances as hereinbefore noted.

The following witnesses appeared and testified in this cause:

Thomas A. Manny	Traffic Engineer, City of Ft. Wayne.
Winford Addison, P.E.	Senior Civil Engineer for the Consolidated Rail Corp.

The following exhibits were admitted into evidence without objection and made a part of this order by reference:

Petitioner's Exhibit No. 1	Map of the City of Ft. Wayne.
Petitioner's Exhibit No. 2	Aerial map of the City of Ft. Wayne.
Petitioner's Exhibit No. 3	Location map designating project.
Petitioner's Exhibit No. 4	Ft. Wayne-Allen County transportation map.
Petitioner's Exhibit No. 5	Photographs of project area.

The Commission, having heard the evidence in this cause, the argument of Counsel, and being duly advised in the premises, now finds as follows:

(1) That the Petitioner, the City of Fort Wayne, Indiana, by and through its Board of Public Works, is a municipal corporation duly organized and existing under the laws of the State of Indiana and said City is located in Allen County, Indiana.

(2) That the Board of Public Works of such City is charged with the duty of general supervision over the streets and any improvements thereto within such City.

(3) That in the northwest sector of said City and within its boundaries lies the intersection of Wells and Superior Streets, and also Fairfield Avenue, Ewing and Superior Streets.

(4) That said streets lie within the west half of Section 2, Township 30 North, Range 12 East, with Wells Street extending in a northwesterly direction from Superior Street across the St. Mary's River and then in a northerly direction, Superior Street in east-west direction and Fairfield Avenue and Ewing in a north-south direction terminating on the north with Superior Street on the south side of the St. Mary's River.

(5) That the existing Wells Street bridge, a 100 (+-) year old bridge, with a 2 1/2 ton load limit, has deteriorated to the point that it cannot handle existing traffic.

(6) That the improvement and re-alignment of Wells Street from the southern terminus -- Fairfield Avenue, Ewing and Superior Streets intersection -- will extend in a northerly direction with a new bridge across the St. Mary's River with a curve slightly to the east, connecting with existing Wells Street at Commerce Drive, its northern terminus. That the approximate distance of the entire project is 1,300 feet.

(7) That the new bridge across the St. Mary's River will be a minimum of 91 feet wide to a maximum of 99 feet wide.

(8) That the existing Wells Street bridge lies approximately 350 feet east of the proposed project and will eventually be closed to all vehicular traffic. The existing Wells Street grade crossing will remain open in order to afford access to several business concerns located south of the railroad tracks and north of the St. Mary's River.

(9) That the improvement and re-alignment of Wells Street is being pursued as a result of and in compliance with the City of Fort Wayne's year 2000 transportation plan, and to alleviate the restricted condition of said Wells Street. That the respective speed limits for the public thoroughfares in question are as follows:

Wells Street -- 30 miles per hour;

Superior Street -- 30 miles per hour;

Fairfield Avenue -- 30 miles per hour;

Ewing Street -- 30 miles per hour.

(10) That the proposed road improvement will necessitate a new grade crossing of re-aligned Wells Street across the Fourth Street branch -- M.P. 2.1+- Fort Wayne Division, Western Region of the Consolidated Rail Corp.

(11) That the new railroad crossing will be required at a point located 771 feet from the southern terminus to the center of the railroad tracks; that the new railroad crossing will be intersected by re-aligned Wells Street at -0.47% grade north of the intersection, and +0.30% grade south of the intersection for a distance of 150+- feet, and 0.00% across the rails.

(12) The sight distance on Wells Street for a southbound vehicle 200 feet north of the railroad crossing, looking west, is 466 feet and looking east is 34 feet; a northbound vehicle on existing Wells Street and located 200 feet south of the railroad tracks, looking west is 42 feet and looking east is 242 feet.

(13) The skew angle of the proposed pavement is 29° in a northeasterly-southwesterly direction.

(14) The proposed sight distance of a vehicle located 200 feet north of the railroad tracks heading in a southerly direction and looking west is 240 feet and looking east, 470 feet; the proposed sight distance of a vehicle located 200 feet south of the railroad tracks heading in a northerly direction looking west is 450 feet and east, 310 feet.

(15) The street profile grade at the southern terminus point of the intersection of Fairfield-Ewing-Superior and continuing north, identified as Station 12+25, is as follows:

(a) Station 12+25 north to Station 13+50 is -0.52% grade

(b) From Station 13+50 north to centerline of bridge to Station 16+25 is +5.6% grade

(c) From Station 16+25 to Station 19+37.5 is -4.9% grade

(d) From Station 19+37.5 to Station 20+25 is +0.30% grade

(e) From Station 20+25 to Station 21+25 across the railroad tracks is 0.00% grade

(f) From Station 21+25 to Station 23+25 is -0.47% grade.

(g) From Station 23+25 to Station 26+25 is +0.40% grade.

(16) That said grade crossing will not necessitate a track raise and it will be a single track operation.

(17) That train traffic at the present crossing consists of two trains per day, one in each direction, representing two movements per day, five days per week, at a yard speed of 10 miles per hour.

(18) That motor vehicle traffic surveys have been conducted by the Petitioner in support of its petition and

the results of such surveys establish that the existing annual average daily traffic is 11,600 vehicles per day on Wells Street and that the anticipated traffic after the construction of the new bridge at Fairfield and Ewing and Superior will increase to 16,000+ vehicles per day with future use anticipated of approximately 26,000 vehicles per day.

(19) That there has been no accident experience at the existing crossing and that the proposed railroad crossing will require automatic train-activated flashing lights signals mounted on cantilever arms on each side of the grade crossing established hereunder with appropriate advance warning signs and pavement markings on each of the approaches. That such protection would be in service before the new grade crossing is opened to traffic.

IT IS THEREFORE ORDERED BY THE PUBLIC SERVICE COMMISSION OF INDIANA that the City of Fort Wayne improve and realign Wells Street and construct a new bridge across the St. Mary's River and establish a new grade crossing of realigned Wells Street across the Fourth Street branch of the Consolidated Rail Corporation's rights-of-way.

IT IS FURTHER ORDERED that the Petitioner shall cause to be installed automatic train-activated flashing light signals mounted on cantilever arms on each side of the grade crossing established hereunder, with appropriate advance warning signs and pavement markings on each of the approaches and such protection shall be in service before the grade crossing is open to traffic.

IT IS FURTHER ORDERED that the Petitioner shall cause the surface of the new grade crossing to be constructed with rubber crossing pads.

IT IS FURTHER ORDERED that the Petitioner shall construct the approaches of the new crossing to a point two feet outside of the outer rail, including all necessary drainage and railroad advance warning signs.

IT IS FURTHER ORDERED that said grade crossing will not necessitate a track raise and that it will be a single track operation.

IT IS FURTHER ORDERED that the Consolidated Rail Corporation shall install the rubber surface grade crossing.

IT IS FURTHER ORDERED that the Petitioner shall be rewponsible for the maintenance of all drainage installed in

connection with the proposal, together with the approaches of the grade crossing up to a point two feet outside of the outer rails and the railroad advance warning signs.

IT IS FURTHER ORDERED that the Consolidated Rail Corporation shall be responsible for the maintenance of all of its facilities altered by the Petitioner's proposal, together with the maintenance of the crossing surface and the proposed protection installed hereat.

IT IS FURTHER ORDERED that this order shall take effect on and after the day of its approval.

IT IS FURTHER ORDERED that the Respondent in this cause shall pay at this time to the Treasury of the State of Indiana through the Secretary of this Commission the following charges in the sum of $ 116.91 , as well as any further charges that may be incurred in this cause.

Legal Advertising	$ 43.41
Reporting	30.50
Commission Charges	43.00
Total Charges	$ 116.91

WALLACE, POWERS AND PLASKETT CONCUR:
APPROVED: NOV 1 - 1978

I hereby certify that the above is a true and correct copy of the order as approved.

Mark W Tucker
SECRETARY

66-241-6 H.I 11/15/78 24

STREET LIGHTING RESOLUTION NO. 134-78

Victoria Park Area

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light Guild Dr. from the north property line of Lots 128 and 139 Victoria Park Addition Section 4 to its southern terminus, Derbyshire Dr. from its northern terminus to the south property line of Lots 37 and 49 Victoria Park Addition Section 2, Salisbury Drive from the north property line of Lot 115 Victoria Park Addition Section 3 and the north right of way of Esser Drive to the south property line of Lots 51 and 82 Victoria Park Addition Section 2, Asquith Drive from Derbyshire Drive to Salisbury Drive, and Montford Drive from its western terminus to Salisbury Drive, all in accordance with the detailed drawing and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered. This improvement resolution is ordered pursuant to I.C. 18-1-6-15 and/or 19-5-24.

A maximum cost of $0.02 per square foot shall be assessed upon the real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six percent (6%) per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or

such monies as said City is by said above entitled act required to pay. All proceddings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be provided for in said above entitled act and all amendments thereto and supplemental thereof.

Adopted, this 15th day of November 1978.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Edward W. LaMar

Mary G. Scott

Attest:

Ursula Miller

Clerk

66-241-5 H.I
11/15/78

STREET LIGHTING RESOLUTION NO. 132-78

DEVONSHIRE DRIVE

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light Devonshire Drive, more specifically defined as Devonshire Drive from Maple Grove to Ashcroft all in accordance with the drawing and specifications on file in the Office of the Department of Public Works of said City; and such lighting is now ordered. This improvement resolution is ordered pursant to I.C. 18-1-6-15 and/or 19-5-24.

A maximum cost of $0.02 per square foot shall be assessed upon the real estate abutting the above-described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six percent (6%) per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or such monies as said City is by said above entitled act required to pay. All proceedings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be provided for in said above entitled act and all amendments thereto and supplemental thereof.

Adopted, this 15th day of November, 1978.

BOARD OF PUBLIC WORKS

Henry P. Altenbern

Edw. H. Lamar

Mark G. Scott

Attest:

Ursula Mullin

Clerk

66-239-21 H.I. 11/13/78

EMERGENCY DIKE REPAIR RESOLUTION NO. 66-239-21

WHEREAS, Street Engineering requested bids for dike repair on (1) east side of Spy Run Creek south of Nussbaum; (2) west side of Spy Run Creek north of Elizabeth and (3) vicinity of Vance and Northside Drive from John Dehner, Inc., L. W. Dailey, Inc., Brooks Const. Co., Moellering Construction Co., Hipskind Asphalt Corp., Rieth-Riley and Martins, Inc. on September 29, 1978; and

WHEREAS, no bids were received:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists for repair of said dikes and approves invoice of $7,484.40 for John Dehner, Inc. for repair on all three projects.

Approved this 13th day of November, 1978.

Henry P. Wehrenberg

Edward L. Ladman

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

27 -1

66-238-19 H.I
78- 33315
11/13/78

PARTIAL RELEASE OF MORTGAGE

Mail Tax Duplicates to:
City of Fort Wayne
One Main Street
Ft Wayne, IN 46802

66-238-19 H.I
11/13/78
78- 32241

WARRANTY DEED

This indenture witnesseth that CHARLOTTE L. CURDES, over the age of eighteen (18) years, of Allen County, in the State of Indiana, conveys and warrants to CITY OF FORT WAYNE, of Allen County, in the State of Indiana; for and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County, in the State of Indiana, to-wit:

The East 30.5 feet of the following described real estate, to wit: The South 29 feet north of the first alley south of Lots 2, 3 and 4, McCulloch's Subdivision of Lots 15 and 16 of Hanna's Out Lots in the North West fractional quarter of Section 2, Township 30 North of Range 12 East as recorded in Deed Record W, page 120, in the Office of the Recorder of Allen County, Indiana, described as follows: Commencing at a point in the East line of said Lot 2 in McCulloch's Subdivision, 216 feet South of the North East Corner of said lot; thence South on the East line of said lot, 29 feet to the North line of the alley; thence West along the North line of said alley to the West line of said lot 4; thence North on the West line of said lot 4, a distance of 29 feet; thence East on a line parallel with the north line of said alley to the place of beginning in the City of Fort Wayne, Allen County, Indiana.

ALLEN COUNTY RECORDER
OCT 10 PM 3:46

INSTRUMENT # 9525

ALSO commencing at a point in the west line of lot numbered 1, McCulloch's Subdivision of Out Lots 15 and 16 in the northwest fractional 1/4 of Section 2, Township 30 North of Range 12 East, a plat of which subdivision is recorded in the records of said County in Deed Book W, page 120, which point is 216 feet south of the northwest corner of said lot; thence south on the west line of said lot 29 feet to the north line of the alley; thence east along the north line of said alley to the west line of Wells Street; thence north along the west line of Wells Street to a point 29 feet north of the north line of said alley aforesaid measured at right angles thereto; thence west parallel with the north line of said alley to the place of beginning; said real estate being the south 29 feet of said lot numbered 1 and all that part of lot numbered 7 of Wells Reserve bounded on the northeast by the west line of Wells Street on the west by the east line of said lot numbered 1 aforesaid, and on the south by the north line of the alley lying immediately south of said lot 1 aforesaid, in the City of Fort Wayne, Allen County, Indiana.

DULY ENTERED FOR TAXATION
OCT 10 1978
Jean M. Yeheskel
AUDITOR OF ALLEN COUNTY

Grantor hereby represents that Arnold G. W. Curdes died a resident of Allen County, Indiana, on the 7th day of May, 1962, and that she and said Arnold G. W. Curdes lived and cohabited together continuously from the date of their marriage to the date of his death.

Dated this 9th day of October, 1978.

Charlotte L Curdes
CHARLOTTE L. CURDES

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of October, 1978, personally appeared Charlotte L. Curdes, over the age of eighteen (18) years, and acknowledged execution of the foregoing deed.

My Commission Expires: Sept 9 1980

Martin P Torborg
Notary Public
Residence: Allen County, Indiana

Prepared by Martin P. Torborg, Attorney at Law.
Kenneth, Dennis, Burns & Barker By
Kenneth, Dennis, Burns & Barker By

27 -1

66-238-19 M.I.
78- 33315 11/13/78

PARTIAL RELEASE OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Peoples Trust Bank of Fort Wayne, Indiana, mortgagee named in that certain mortgage given August 12, 1971, by Charlotte L. Curdes for Seven Thousand Five Hundred ($7,500.00) recorded in Document No. 71-15314 of the mortgage records of Allen County, Indiana,

DOES HEREBY RELEASE from the lien, force and effect of said mortgage, the real estate in Allen County, Indiana, described as follows, to wit:

The East 30.5 feet of the following described real estate, to wit: The South 29 feet north of the first alley south of Lots 2, 3 and 4, McCulloch's Subdivision of Lots 15 and 16 of Hanna's Out Lots in the North West fractional quarter of Section 2, Township 30 North of Range 12 East as recorded in Deed Record W, page 120, in the Office of the Recorder of Allen County, Indiana, described as follows: Commencing at a point in the East line of said Lot 2 in McCulloch's Subdivision, 216 feet South of the North East Corner of said lot; thence South on the East line of said lot, 29 feet to the North line of the alley; thence West along the North line of said alley to the West line of said lot 4; thence North on the West line of said lot 4, a distance of 29 feet; thence East on a line parallel with the north line of said alley to the place of beginning in the City of Fort Wayne, Allen County, Indiana.

ALSO commencing at a point in the west line of lot numbered 1, McCulloch's Subdivision of Out Lots 15 and 16 in the northwest fractional 1/4 of Section 2, Township 30 North of Range 12 East, a plat of which subdivision is recorded in the records of said County in Deed Book W, page 120, which point is 216 feet south of the northwest corner of said lot; thence south on the west line of said lot 29 feet to the north line of the alley; thence east along the north line of said alley to the west line of Wells Street; thence north along the west line of Wells Street to a point 29 feet north of the north line of said alley aforesaid measured at right angles thereto; thence west parallel with the north line of said alley to the place of beginning; said real estate being the south 29 feet of said lot numbered 1 and all that part of lot numbered 7 of Wells Reserve bounded on the northeast by the west line of Wells Street on the west by the east line of said lot numbered 1 aforesaid, and on the south by the north line of the alley lying immediately south of said lot 1 aforesaid, in the City of Fort Wayne, Allen County, Indiana.

Said mortgage remains in full force and effect as to the remainder of the real estate herein described.

WITNESS our name this 5th day of October, 1978.

1978 OCT 18 PM 12:

ALLEN COUNTY RECORDER

PEOPLES TRUST BANK

By Philip W. Dwire

Philip W. Dwire, Assistant Vice President

STATE OF INDIANA } SS.
COUNTY OF ALLEN }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 5th day of October, 1978, Philip W. Dwire, Assistant Vice President of Peoples Trust Bank, and acknowledged the execution of the foregoing Partial Release of Mortgage for and on on its behalf, for the uses and purposes therein contained.

Martha Zufall Crane

My Commission Expires:
~~August 30, 1981~~

Martha Zufall Crane, Notary Public
Residence: Allen County, Indiana

This instrument was prepared by Philip W. Dwire

Kenneth, Dennis, Burke & Banks Bpt

27 -1

Mrs. Miller

CLOSING STATEMENT

SELLER: Charlotte L. Curdes

BUYER: City of Fort Wayne

PROPERTY: E 30.5 Ft. of S 29' North of Alley of Lot 2 in McCulloch's Sub.; also S 29' North of Alley of Lot 1 McCulloch's Sub. and Lot 7 Wells Reserve

SALE PRICE $33,200.00
PLUS: a. Pro-rated Insurance
b. Escrow Funds
c.
d.
Gross to Seller $33,200.00

Seller's Statement

GROSS to Seller		$33200.00
LESS: Earnest Money	$	
Mortgage		
Taxes		
Abstract Bill	132.95	Paid directly by Seller
Transfer Fee		
Survey		
Recording	1.50	
Assessments		
Interest Credit		
Judgments		
Escrow		
Gross Income Tax		
Attorney Fees:		
Prep. Instr. $		
Title Work		
Closing		
Total Attorney Fees	$	
Brokerage Fee		
Total Deductions		-0-
BALANCE TO SELLER		$33200.00

Buyer's Statement

GROSS to Seller		$33,200.00
PLUS: Recording		
Transfer Fee		
Attorney Fees:		
Abstract Exam.	$	
Closing Service		
Total Attorney Fees		
GROSS from Buyer		$
LESS: Earnest Money	$	
Mortgage		
Rent Credit		
Tax Credit		
Interest Credit		
TOTAL CREDITS		
NET FROM BUYER		$

Attorney's Recapitulation

Net from Buyer	$33,200.00	
Received from Seller		
TOTAL RECEIVED		$33200.00
DISBURSEMENTS:		
Abstract Bill	$	
Transfer Fee		
Survey		
Taxes		
Recording		
Brokerage Fee		
Assessments		
Mortgage/Contract		
Judgments		
Gross Income Tax		
Attorney Fees (B)		
Attorney Fees (S)		
Seller	33200.00	
TOTAL		$33200.00

Remarks

Seller is to pay all of taxes 1977 payable 1978 and all of 1978 payable in 1979 except $50.00 which Buyer will pay. Buyer will send check to Seller.

Closing Attorneys

Thomas V. Bruder

Martin P. Torborg

Date: 10-9-78

27 -1

66.239.19

66-238-18 11/13/78 H.I. 28

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:

WARRANTY DEED

This indenture witnesseth that CITY OF FORT WAYNE

of Allen *County in the State of* Indiana

Convey and warrant to KIM WALLACE

of Allen *County in the State of* Indiana
for and in consideration of ten dollars and other valuable considerations *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

The West 30 feet of Lot No. 18 in Hanna's Addition, commonly known as 1002 Madison Street, Fort Wayne, Indiana.

SUBJECT TO:

1. Easements, rights-of-way, and restrictions of public record.

2. All real estate taxes payable after this date.

3. Restrictions in zoning ordinances.

The said Hanna's Addition is also known as Hanna's Partition Plat B, and it is the intention of the Grantor by the within conveyance to convey the west 30 feet of Lot Number 18 in Hanna's Partition Plat B, said property also being commonly known as 1002 Madison Street, Fort Wayne, Indiana

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this day of 19 *personally appeared:*

Mayor Robert E. Armstrong

(over the age of eighteen years)

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires March 6, 1978

Anne J. Fox
Notary Public

Resident of Allen *County.*

Dated this 13 **Day of** Nov. 19 78

Robert E. Armstrong *Seal*
Robert E. Armstrong, Mayor
City of Fort Wayne, Indiana *Seal*

ATTEST:
Charles W. Westerman *Seal*
Charles W. Westerman, City Clerk
City of Fort Wayne, Indiana *Seal*

Seal

Seal

This instrument prepared by Larry J. Burke *Attorney at Law*

MAIL TO:

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. Rev 6-78

Memorandum

28

To Ursula Miller, Clerk, Board of Works Date 11/9/78

From Lois Spitler

Subject Sale of City Property

COPIES TO:

I am enclosing a Warranty Deed on 1002 Madison Street property per your memo to Larry Burke dated October 16, 1978.

L.S.

66-238-17 H.I.
11/13/78

ASSIGNMENT OF
PERPETUAL EASEMENT

This ASSIGNMENT dated October 25, 1978 between INDIANA FRANKLIN REALTY, INC., an Indiana corporation, with its principal office being located in Fort Wayne, Allen County, Indiana ("Assignor"), and ONE SUMMIT ASSOCIATES, a limited partnership organized in accordance with the laws of the State of Massachusetts, and having an address of c/o Winthrop Financial Co., Inc., 225 Franklin Street, Boston, Massachusetts 02110 ("Assignee"),

WITNESSETH:

WHEREAS, Assignor, on behalf of itself and Peoples Trust Bank, an Indiana corporation ("PTB") has entered into a Perpetual Easement with the City of Fort Wayne, Indiana, dated October 16, 1978 (herein called the "Perpetual Easement"), providing for part of the footings of the building to be known as One Summit Square, which is being constructed on real estate located in the City of Fort Wayne, Indiana, being acquired by Grantee on this date, to be constructed in parts of the public rights-of-way known as Calhoun Street, Washington Boulevard and the east-west alley which lies between Wayne Street and Washington Boulevard, all in Fort Wayne, Indiana; and

WHEREAS, Assignor, on behalf of itself and PTB, wishes to convey, assign, transfer and set over unto Assignee all of the rights, title and interest of the Grantee in and to the easement granted by the Perpetual Easement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Assignor, on behalf of itself and PTB, does hereby convey, sell, assign, transfer and set over unto Assignee all

of the rights, title and interest of the Grantee in and to the easement granted by the Perpetual Easement and Assignee does hereby assume all obligations of the Assignor with respect thereto; provided, however, that this Assignment shall automatically terminate if (a) a deed of One Summit Square from Assignee to Indiana & Michigan Electric Company, an Indiana corporation ("I&M") and PTB, or either of them, or their designee, is recorded in the Office of the Recorder of Allen County, Indiana on or beforeMarch 31, 1982, or (b) I&M and PTB, or either of them, or their designee, acquire One Summit Square pursuant to the exercise of any of the options to purchase set forth in the Lease from Assignee to I&M or the Lease from Assignee to PTB, of even date herewith, relative to space in One Summit Square.

2. Assignor does hereby represent and warrant that the Perpetual Easement is in full force and effect and that Assignor is not in default thereunder. Assignor does hereby further represent and warrant that the rights, title and interest of the Grantee under the Perpetual Easement have not previously been conveyed, assigned or pledged.

3. No partner of Assignee or of its general partner, Linnaeus Realty Company, shall be personally liable for the observance or performance of Assignor's obligations under the Perpetual Easement, all such liability by them being limited to the partnership assets of Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

INDIANA FRANKLIN REALTY, INC.

By William A Black
William A. Black
Vice President
As the Assignor

Attest:

Cedric L. Mast
Assistant Secretary

ONE SUMMIT ASSOCIATES, a Massachusetts Limited Partnership

By Linnaeus Realty Company, as its general partner

By _____
Partner
As the Assignee

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William A. Black and Cedric L. Mast, known to me to be the Vice President and Assistant FRANKLIN REALTY, INC., an Indiana corporation, and acknowledged the execution of the foregoing instrument, that they did so sign the same in the name and on behalf of the said corporation as such officers, that the same is their free act and deed as such officers and the free corporate act and deed of the corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20 day of October, 1978.

Phyllis E. Buchanan
Notary Public

I am a Resident of
Kosciusko County
and My Commission Expires:

April 27, 1982

Commonwealth of Massachusetts
~~STATE OF~~)
) SS:
COUNTY OF Suffolk)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David C. Hewitt, known to me to be a partner of Linnaeus Realty Company, a partnership, and acknowledged the execution of the foregoing instrument to be his free and voluntary act and deed as a duly authorized general partner of Linnaeus Realty Company and the free and voluntary act and deed of Linnaeus Realty Company, as the duly authorized general partner of One Summit Associates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of October, 1978.

John D. Hamilton, Jr.
Notary Public

I am a Resident of Whitley County
and My Commission Expires:
John D. Hamilton, Jr.
NOTARY PUBLIC
My Commission Expires
January 22, 1982

ACKNOWLEDGEMENT OF ASSIGNMENT

The City of Fort Wayne, Indiana, acting by and through its Mayor and Board of Public Works, the Grantor in the above-mentioned Perpetual Easement, hereby acknowledges notice of, and consents to, the foregoing assignment of title and rights and assumption of obligations and releases Indiana Franklin Realty, Inc. from its obligations under the above-described Perpetual Easement and agrees to look only to the owners of the real estate upon which One Summit Square is located for performance of those obligations.

CITY OF FORT WAYNE, INDIANA, acting by and through its Mayor and Board of Public Works

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg
Chairman

Robert E. Armstrong
Robert E. Armstrong
Mayor

By Ethel H. LaMar
Ethel H. LaMar
Member

By Max G. Scott
Max G. Scott
Member

Attest:

Ursula Miller
Ursula Miller
Clerk

Approved as to form and legality:

By Larry J. Burke
Larry J. Burke
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor of the City of Fort Wayne, Indiana, and Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Ursula Miller, Clerk of said Board, who executed the foregoing instrument and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor and Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23 day of October, 1978.

Anne J. Fox
Notary Public

I am a resident of Allen County and my commission expires: 3/6/80

This instrument was prepared by William P. Fagan of the law firm of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Tower, Fort Wayne, Indiana 46802.

NORMAN E. BAKER
CHARLES R. COGDELL
PHILIP L. CARSON
LAWRENCE A. LEVY
EDWARD L. MURPHY, JR.
C. ERIK CHICKEDANTZ
GILMORE S. HAYNIE, JR.
GRANT F. SHIPLEY
RICHARD P. SAMEK
THOMAS P. YODER

LIVINGSTON, DILDINE, HAYNIE & YODER
LINCOLN TOWER
FORT WAYNE, INDIANA 46802

WARD E. DILDINE (1970)
GILMORE S. HAYNIE (1969)

AREA CODE 219
TELEPHONE
423-9411

November 6, 1978

Ms. Ursula Miller
Clerk, Board of Public Works
9th Floor, City-County Building
One Main Street
Fort Wayne, Indiana 46802

Re: One Summit Square

Dear Ursula:

As I said I would, I herewith transmit a fully executed and acknowledged copy of the Assignment from Indiana Franklin Realty, Inc. to One Summit Associates of a Perpetual Easement which the City of Fort Wayne granted to Indiana Franklin Realty, Inc. That document was recorded on Friday, November 3, 1978 together with the other documents finalizing the financing for the construction of One Summit Square.

My thanks and appreciation are extended to you, the members of the Board of Public Works and Larry Burke for your help and cooperation in so expeditiously and efficiently handling our request for the easement and our request for the consent of the Board to its assignment.

Very truly yours,

LIVINGSTON, DILDINE, HAYNIE & YODER

By Bill
William P. Fagan

WPF:mc
cc: Mayor Robert E. Armstrong
✓Mr. Henry B. Wehrenberg
Ms. Ethel H. LaMar
Mr. Max G. Scott
Larry J. Burke, Esq.

BOARD OF PUBLIC WORKS
RECEIVED
NOV 9 1978

66-233-30 H.T

30

RELEASE OF EASEMENT

78- 37022 11/6/78

S-10

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, was granted a sanitary sewer easement by representatives of Azar's Commissary, Inc., as described in Recording Instrument No. 73-28350 in the Recorders Office of Allen County, Indiana and

WHEREAS, a portion of the sanitary sewer does not lay entirely within said Grant of Easement and

WHEREAS, in order to place the sanitary sewer within easements, the City of Fort Wayne was granted an additional Sanitary Sewer Easement by the representatives of Azar Commissary, Inc., as described in Recording Instrument No. 75-12629 in the Recorders Office of Allen County, Indiana.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, now releases to Azar's Commissary, Inc., the following described permanent easement being a part of the Grant of Easement as described in Recording Instrument No. 73-28350; except the overlapping portions with Grant of Easement recorded by Instrument No. 75-12629, more particularly described as follows:

Beginning at the southeast corner of Lot #11 in W.A. Ewing's Addition and the northeast corner of Lot #14 in W.A. Ewing's Addition; thence southwesterly a distance of 75 feet to a point located 50 feet west of the east line of said Lot #14; thence northwest with a deflection angle to the right of 90 degr. 00 min. a distance of 14 feet; thence northeast with a deflection angle to the right of 90 degr. 00 min. a distance of 82 feet to a point located on the east line of Lot #11 in W.A. Ewing's Addition; thence south 14 feet to the point of beginning. All land affected lies within part of Section 5, Township 30 North, Range 13 East.

ADOPTED THIS 6 DAY OF November 1978

Henry P. Wehrenberg
Henry P. Wehrenberg

APPROVED AS TO FORM AND LEGALITY
CITY ATTORNEY

Max G. Scott
Max G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Robert E. Armstrong
ROBERT E. ARMSTRONG, Mayor

Ursula Miller
Clerk Ursula Miller

DULY ENTERED FOR TAXATION
NOV 15 1978
James B. Uebelhoer
AUDITOR OF ALLEN COUNTY

1978 NOV 16 AM 9 27
ALLEN COUNTY RECORDER

INSTRUMENT # 13,338

Prepared by Philip R. Boller, Registered Land Surveyor #9846, State of Indiana

Call Ken
7061

3.70

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Members of the Board of Public Works and Mayor of the City of Fort Wayne, Indiana, who acknowledge the execution of the foregoing Release of Easement, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 6 day of November, 1978.

Anne J. Fox
Anne J Fox Notary Public
Resident of Allen County, Indiana

My commission expires: 3/6/80

From PHILIP R. BOLLER, P.E.

Subject EWING'S ADDITION - AZAR'S COMMISSARY, INC.

COPIES TO:

Regarding the above mentioned subject, please find attached for your files a copy of the recorded Release of Easement from the City of Fort Wayne to Azar's Commissary, Inc.

Phil Boller

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/ds
Att.

ROUTING
EWR
mcg
Date

WORKS
NOV 2 3 1978

To: PHIL BULLER - WPC Engr. Dept.

Subject: RELEASE OF EASEMENT - Ewing's Add. - Azar's Commissary, Inc.

Attached on above is for your recording and distribution. Please forward copy for our Minute Record after recording.

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

ajf

attachment

FORM U-100

TO:

ASSOCIATE CITY ATTORNEY LARRY J. BURKE/PAUL PHILIPS 66-233-30 HEW 11/6/78

FROM: DEPARTMENT OF BOARD OF PUBLIC WORKS, FORT WAYNE

APPROVED BY Henry R. Wehrenberg
(PERSON AUTHORIZED TO FORWARD LEGAL WORK)

DATE: OCTOBER 25, 1978

SUBJECT: RELEASE OF EASEMENT - EWING'S ADD. - AZAR'S COMMISARY, INC.

(FILE SUBJECT DESIGNATION)

* *

FILE # ASSIGNED BY RECORDS LIBRARIAN

MISC. NO. 6606

* *

ACTION REQUESTED: PLEASE APPROVE AS TO FORM AND LEGALITY AND RETURN TO THE BOARD OF PUBLIC WORKS.

OK as to form
① need approval of Board of Works
② needs signature

EP

Date October 26, 1978

To: Larry J. Burke, Esq.

Subject: BPW Agreement #6606 ??

1. Altho it's Azar's problem, rather than ours, if the easement was obtained by deed or plat, either of which would have been recorded, this release should also be. Hence it requires an acknowledgment.

2. Also, it must be signed by the Mayor since it amounts to a deed. (I.C. 18-1-6-2, 8th)

PWP

FORM U-100

31 ~~W~~

66-229-12 11/6/78 H.I.

S-01-79

AGREEMENT

THIS AGREEMENT, made in quadruplicate and entered into this 6 day of November, 1978, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through its MAYOR AND BOARD OF PUBLIC WORKS hereinafter referred to as the "CITY" and CLYDE E. WILLIAMS & ASSOCIATES, INC., 70 East 91st Street, Indianapolis, Indiana 46240, Consulting Engineers, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the City desires to contract for consulting services required to prepare an environmental impact statement or negative declaration, whichever become applicable to each project, all for the four (4) projects hereinafter described, and

WHEREAS, the Consultant has expressed a willingness to prepare an environmental impact statement or negative declaration, whichever becomes applicable to each project, as herein described for the City, and to furnish the services required in connection therewith;

NOW, THEREFORE, the parties hereto agree that said Consultant shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described four (4) projects:

DESCRIPTION OF PROJECTS:

(1) Improvements to Lake Avenue as described under Section 17.1 of this agreement.

(2) Improvements to Rudisill Boulevard as described under Section 17.2 of this agreement.

(3) Improvements to Bluffton Road as described under Section 17.3 of this agreement.

(4) Improvements of Crescent Avenue as described in Section 17.4 of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

SECTION 1. SERVICES BY THE CONSULTANT

The Consultant shall provide the following:

1.1. Develop a separate Environmental Impact Assessment for each project, as previously described, in compliance with procedures and requirements of the Federal Highway Administration and the Indiana State Highway Commission's approved Action Plan, involving an interdisciplinary approach to the study.

1.2. Contact all Federal, State, and Local Agencies that may have an interest in the proposed projects to obtain any impacts they may identify within their specific expertise.

1.3. Contact local Private Organizations that may be interested in the proposed projects to obtain the local attitude toward the impacts within the affected area.

1.4. Represent the City at not more than one public information meeting for each project if required and represent the City at all public hearings as required by the Federal Highway Administration if requested by the City and not otherwise.

1.5. Develop preliminary noise and air quality data for each project in accordance with acceptable State and Federal Highway procedures. The State will provide the computer analysis of the noise and air data and will provide ambient noise measurements as required. If a Noise Abatement Feasibility Report or more detailed air quality data is required, the service to provide such additional information shall be considered a major change in the scope of work and such change shall be resolved in accordance with Section 4 of this Agreement.

1.6. Check existing literature and conduct a field investigation to identify critical areas and to determine the effects of the proposed projects on the biological balance of the area. If an extensive survey is required due to the possible presence of an endangered species in the area, it will be considered a major change in the scope of work and such change shall be resolved in accordance with Section 4 of this Agreement.

1.7. Conduct, through an archeological consultant, a records check to determine the potential archeological significance of the sites. A preliminary reconnaissance including site inspection and shovel probings will be conducted through the archaeological consultant where required.

1.8. Compile all the required information documenting the scope of the project and the anticipated environmental effects in order for a determination to be made by the ISHC and FHWA as to

whether the project will be considered a Major or Non-Major action and if determined to be a major action if the effects will be considered Significant or Non-Significant.

1.9. If the determination resulting from Section 1.8 considers the actions to be Non-Major, reports documenting these findings will be submitted in accordance with FHWA and ISHC guidelines.

1.10. If the determination resulting from Section 1.8 considers the Actions to be Major having a Non-Significant effect, a Preliminary Draft, Draft and Final Negative Declarations will be processed in accordance with the appropriate Federal Highway Administration Guidelines, and the Indiana State Highway Commission Action Plan.

1.11. If the determination resulting from Section 1.8 considers the Actions to be Major having a Significant effect, a Preliminary Draft, Draft and Final Environmental Impact Statements will be processed in accordance with the appropriate Federal Highway Administration guidelines and the Indiana State Highway Commission Action Plan.

1.12. Furnish the appropriate number of copies needed for distribution of all reports.

1.13. Submit on behalf of the City all required materials to the appropriate agencies.

1.14. Shall such conditions prevail that would require the Federal Highway Administration to request the processing of a 4(f) Statement, the services to cover this work shall be considered as a major change in the scope of work and such a change shall be resolved in accordance with Section 4 of this Agreement.

SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY THE CITY

2.1. All written views pertinent to the proposed project or Environmental Study that are received by the City.

2.2. Traffic assignments.

2.3. Suitable prints of available aerial mosaics.

2.4. Copies of transcripts, developed by ISHC, of any public hearing that may be held.

2.5. Any available information for use by the Consultant in the preparation of drawings and maps.

2.6. All legal services related to the project as ~~mutually~~ determined to be the City's responsibility to assure the project's progress.

by the city Attorney Fell. K.N.T.

2.7. Any soil surveys, any results or data from the comprehensive transportation planning process, or any other surveys that may be available and of value in the development of studies covered by the provisions of this Agreement.

SECTION 3. SCHEDULE

The Consultant, under this Agreement, shall begin work immediately upon receipt of notice to proceed from the City and deliver the work to the City or in behalf of the City, deliver to the Indiana State Highway Commission in accordance with the following schedule:

3.1. Compilation of the required information documenting the scope of the projects and the anticipated environmental effects in order for a determination to be made by the ISHC and FHWA with 75 days of the receipt of a notice to proceed provided early coordination comments are received from review agencies within 45 days after request for review and comments.

3.2. If the determination from Section 1.8 considers the Actions to be Non-major, the appropriate reports will be completed and submitted to the State for their appropriate action within 30 days of such determination.

3.3. If Section 1.10 applies, the Preliminary Draft Negative Declarations, Draft Negative Declarations and the Final Negative Declarations will be furnished as follows:

A. The Preliminary Draft Negative Declarations will be submitted within (listed below for each project) calendar days after receipt of all early coordination comments and determinations of action required providing all information to be supplied by the City is made available.

(1) Lake Avenue - (major action)
(2) Rudisell Boulevard - 60 days
(3) Bluffton Road - 160 days
(4) Crescent Avenue - 120 days

B. The Draft Negative Declaration will be submitted within 60 calendar days after receipt of all comments on the Preliminary Draft Negative Declarations.

C. The Final Negative Declarations will be submitted within 30 calendar days after receipt of all comments on the Draft and receipt of the transcripts of the appropriate Public Hearings.

3.4. If Section 1.11 applies, the Preliminary Draft Environmental Impact Statements, the Draft Environmental Impact Statements, and the Final Environmental Impact Statements will be furnished as follows:

A. The Preliminary Draft Environmental Statements will be submitted within (listed below for each project) calendar days after receipt of all early coordination comments and determination of action required providing all information to be supplied by the City is made available.

(1) Lake Avenue - 180
(2) Rudisill Boulevard - 90
(3) Bluffton Road - 90
(4) Crescent Avenue - 150

B. The Draft Environmental Impact Statements ready for circulation will be submitted within 90 calendar days after receipt of all comment on the Preliminary Drafts by both the State and FHWA.

C. A draft of the Final Environmental Impact Statements will be submitted within 60 calendar days after receipt of all comments of the Draft Environmental Impact Statements and receipt of the transcripts of the Corridor Public Hearings.

D. The completed Final Environmental Impact Statements will be submitted within 45 days after receipt of all comments on the draft submissions.

SECTION 4. CHANGES IN WORK

In the event the City requires a major change in scope, character or complexity of the work after the work has progressed as directed by the City, adjustments in compensation to the Consultant and in time for performance of the work as modified, shall be determined through negotiation by the City and Consultant in the exercise of their honest and reasonable judgment and the Consultant shall not commence the additional work or the change of the scope of work until authorized in writing by the City. Changes in scope include but are not limited to the following:

4.1. Additional services due to the need for an extensive biological survey and/or evaluation necessitated by possible existence of endangered species within the project area.

4.2. Additional services needed for more extensive noise and air quality analysis. Included would be a Noise Abatement Feasibility Report and analyses more extensive than projections supplied by the State.

4.3. Providing of extensive relocation information for each of the projects.

4.4. Additional field exploration based on the findings of Section 1.7 including test pits and archaeological salvage.

4.5. Additional services due to significant changes in general scope of the projects or its design including, but not limited to, changes in size, complexity or character of the projects.

SECTION 5. PAYMENTS

The Consultant shall receive as payment for the work performed under Section 1 of this Agreement, as follows, unless a modification of the Agreement is approved in writing by the City.

5.1. For the Consulting Services outlined under Section 1, for the projects in this contract, the City shall pay the Consultant for Services performed by personnel assigned to the regularly established office of the Consultant the total payroll cost of salaries and wages times a factor of 2.4 to provide for general overhead and profit, plus the actual cost of reimbursable expenses as defined hereinafter. The total fee for services under this Section 1 shall not exceed (maximum amounts listed below for each individual project) without prior written authorization by the City.

(1) Lake Avenue - $50,000.00
(2) Rudisill Boulevard - $10,000.00
(3) Bluffton Road - $12,000.00
(4) Crescent Avenue - $20,000.00

5.2. Payment on account of the Consulting Services, outlined under Section 1, shall be made monthly on receipt of an itemized claim in proportion to services performed. Said itemized claim shall be submitted by the Engineer to the City on or before the first day of each month and the City shall make payment within thirty days thereafter.

5.3. The City shall pay the Consultant for preparing to serve and for serving as an expert witness in a court of law at the rate of $350.00 per day. This additional payment does not pertain to the Consultant's appearance at Public Meetings and Hearings as described in Section 1.4.

5.4. The City shall pay the Consultant for additional Services as provided under Section 4 of this Agreement performed by personnel assigned to the regularly established office of the Engineer the total payroll cost of salaries and wages times a factor of 2.4 to provide for general overhead and profit, plus the actual cost of reimbursable expenses as defined hereinafter. The total fee for additional services under Section 4 shall not exceed the amount agreed upon in writing by the City and the Consultant at the time of authorization of these additional services without prior written authorization by the Owner.

5.5. Services subcontracted to an outside consultant by the Consultant shall be paid for by the City to the Consultant on the basis of actual cost times a factor of 1.1. This cost is included in the maximum payment amounts listed in Section 5.1.

5.6. All costs and billings for each of the projects included in this Agreement shall be kept separate from costs and billings of each of the other projects contained in this Agreement.

SECTION 6. SUBLETTING AND ASSIGNMENT OF CONTRACT

6.1. No part of Consulting Services explained in Section 1 shall be sublet, assigned or otherwise disposed of, except as provided for herein or with written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of Section 1 of the contract shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the contract.

SECTION 7. EMPLOYMENT

7.1. Appendix "A" covering Department of Transportation Regulations on Non-discrimination and attached to this Agreement are to be considered an integral part hereof and are to be complied with by the Consultant on this project.

7.2. The Consultant shall not engage, on full or part-time or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract, an employee of the Federal Highway Administration or the highway organization of any state, county or city except regularly retired employees, without the written consent of the public employer of such person.

7.3. The Consultant and his sublessee, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to

his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION 8. COVENANT AGAINST CONTINGENT FEES

8.1. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the City shall have the right to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, fee, gift or contingent fee.

SECTION 9. COMPLIANCE WITH STATE AND OTHER LAWS

9.1. The Consultant specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

SECTION 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

10.1. The Consultant shall be responsible for all damage to life and property due to activities of the Consultant, his sub-contractors, agents or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent, until the services under this Agreement are declared accepted by the City. It is expressly understood that the Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the Consultant under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

10.2. The Consultant shall be responsible for keeping the City currently advised as to the status of any claims made for damages, occurring from entering upon private property, against the Consultant resulting from services performed under this Agreement. Upon completion of the field work by the Consultant, the City is to be so advised as to the status of claims even though no claims for damages occurred.

SECTION 11. WORKMEN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE

11.1. The Consultant agrees to procure and maintain at his expense and without expense to the City until final payment by the City for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the

State of Indiana covering all operations under this contract, whether performed by him or by his subcontractors. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates, in form satisfactory to the City, showing that he has complied with this paragraph, which certificate or certificates shall provide that the policies shall not be changed or cancelled until the ten (10) days written notice has been given to the City.

The kinds of insurance required are as follows:

A. Policy covering the obligations of the Consultant in accordance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless the Consultant procures such policy and maintains it until acceptance of the work.

B. Comprehensive Policies of Bodily Injury Liability and property damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of liability of not less than $100,000 for each person, including death at any time resulting therefrom, and not less than $300,000 in any one accident, and not less than $100,000 for all damages arising out of injury to or destruction of property.

C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than $100,000 for each person, including death at any time resulting therefrom, and not less than $300,000 in any one accident, and not less than $100,000 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

11.2. The Consultant shall provide copies of current standard statements of insurance to the City.

SECTION 12. DELAYS AND EXTENSIONS

12.1. The Consultant agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays and hindrances, if any, shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete any services, or any part of them, after the date to which time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

SECTION 13. ABANDONMENT AND TERMINATION

The City and/or Consultant reserve the right to terminate or suspend this Agreement upon written notice.

13.1. If the City and/or Consultant shall abandon the services herein mentioned, the Consultant shall deliver to the City all data and

reports completed or partially completed and these shall become the property of the City. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the Consultant to the date of the abandonment and which estimate shall be mutually agreed upon by the City and the Consultant. The payment as made to the Consultant shall be paid as a final payment in full settlement for his services hereunder.

13.2. If at any time the Consultant shall abandon or delay the preparation and completion of the studies and reports beyond the several times hereinbefore specified, or beyond such further extension or extensions of time as agreed upon, the City may give notice, as herein provided, of such delay or abandonment and, if the Consultant shall not within twenty (20) days thereafter have complied with the requirements of this contract, then the City shall have power to terminate this contract by a second written notice, either by mail or personally delivered to the Consultant. Upon the mailing or delivery of such second notice, this contract shall cease and terminate and the City may by any method it deems to be necessary designate and employ other engineers, by contract or otherwise, to perform and complete the services herein described.

13.3. In case the City shall act under the last preceding paragraph, then and in such event, all work completed to date pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the City. In the event of the failure by the Consultant to

make such delivery upon demand, then and in that event, the Consultant shall pay to the City any damage it may sustain by reason thereof.

13.4. Termination of any one project included in this Agreement shall not constitute termination of the remaining projects covered by this Agreement.

SECTION 14. OWNERSHIP OF DOCUMENTS

14.1. Upon completion and final approval of the work by the City, the Consultant shall deliver to the City all documents and reports which shall become the property of the City.

SECTION 15. SUCCESSORS AND ASSIGNEES

15.1. The City insofar as authorized by law, binds itself and its successors and the Consultant binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the Successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the City nor the Consultant shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

SECTION 16. ACCESS TO RECORDS

16.1. The Consultant and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times

during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the City, Indiana State Highway Commission, Federal Highway Administration or any other authorized representative of the Federal Government and copies thereof shall be furnished if requested.

SECTION 17. PROJECT DESCRIPTIONS

17.1. LAKE AVENUE - Modernization and signalization of Lake Avenue from Anthony Boulevard to the east city limits (Maysville Road). Widening of the Avenue to a four lane urban arterial with channelization at intersections. Right-of-way acquisition will be considered.

17.2. RUDISILL BOULEVARD - Widen Rudisill from east of Lafayette to west of Calhoun to include a left turn lane with channelization at intersections. Construct an additional turning lane on Clinton Street for traffic turning south to west. Modernize traffic signals at Clinton and Lafayette, improve lighting to Fort Wayne standards throughout the area.

17.3. BLUFFTON ROAD - Improvements to Bluffton Road from Engle Road to the St. Mary's River, construct a non-mountable median on Bluffton Road and abandon some of the driveway accesses to the existing Shopping Center.

17.4. CRESCENT AVENUE - Widen Crescent Avenue to four lanes plus turning and channelization construction. The intersection of Crescent and Anthony will be improved. Right-of-way acquisition will be considered.

SECTION 18. SPECIAL PROVISIONS

18.1. Notice to proceed with each of the projects included in this Agreement shall be given separately for each project and shall not be construed as notice to proceed on the remaining projects contained in this Agreement unless specifically so stated.

18.2. Notice to terminate work on any of the projects included in this Agreement shall be given separately for each project and shall not be construed as notice to terminate the remaining projects contained in this Agreement unless specifically so stated.

18.3. Project limits for Environmental Impact Statement assessment purposes shall be as described in the Indiana State Highway Commission memo by Mr. Cooper dated June 22, 1978. See attached memo. Appendix "B".

18.4. This Contract is made and executed in the State of Indiana and shall be governed by Indiana Law.

18.5. Places of serving notices, as referred to in this Agreement shall be considered to be the corporate offices of the Consultant, currently 1843 Commerce Drive, South Bend, Indiana and the office of the Board of Works in the City of Fort Wayne, Indiana.

18.6. If Consultant goes into receivership (even tho not voluntart) or bankruptcy, regardless of by whom petitioned, including any of the reorganization chapters of the Federal Bankruptcy Act, Owner shall have the right to terminate this Agreement upon

written notice thereon to Consultant and shall be obligated to pay Consultant only that proportion of the amount prescribed in Section 5, as the work then completed by Consultant is to the entire services Consultant hereby agrees to perform.

18.7. The Consultant hereby agrees that it will not exclude any person from participation in said Project on the grounds of race, color, or national origin; nor shall any person be subjected to discrimination, under the provisions of Title VI of the Civil Rights Act of 1964 and Section 15-13, 15-13A, Article III, Chapter 15 of the Code of the City of Fort Wayne, 1974, as amended; nor shall any person be subjected to any such discrimination on the grounds of sex or religion under the provisions of said Act nor under the provisions of any laws of the State pertaining thereto.

18.8. It is understood and agreed that this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted ordinance, and if such ordinance is not accepted within a period of forty-five (45) days after the date of execution hereon, this contract shall be null and void and of no further force and effect except the Owner may elect to compensate the Consultant for any reasonable services rendered prior to the time the ordinance is not adopted by the Common Council.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER

CLYDE E. WILLIAMS & ASSOCIATES, INC.

C. B. Gaskins

C. B. Gaskins, P.E., President

ATTEST:

R. L. Mark Chambers
Secretary

CITY OF FORT WAYNE, INDIANA

BY: BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Henry P. Wehrenberg, Chairman

Ethel H. LaMar

Ethel H. LaMar, Member

Max G. Scott, Member

Robert E. Armstrong

Robert E. Armstrong, Member

Attest: Ursula Miller

Secretary to the Board
of Public Works

APPROVED AS TO
LEGALITY AND FORM:

Attorney for City of Fort Wayne, Indiana

CERTIFICATION OF ENGINEER

I hereby certify that I am the President and duly authorized representative of the firm of Clyde E. Williams & Associates, Inc., whose address is 70 E. 91st Street, Indianapolis, Indiana 46240 and that neither I, nor the above firm I here represent, has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any): _____

I acknowledge that this certificate is to be furnished to the Indiana State Highway Commission and the Federal Highway Administration, Department of Transportation in connection with this contract involving participation of Federal-Aid Highway Funds and is subject to applicable State and Federal laws, both criminal and civil.

10-6-78
(Date)

C B Gastineau
(Signature)

CERTIFICATE OF OWNER

I hereby certify that I am the _____

_____, and that the above engineer or his representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

_____

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

11/6/78 (Date) Henry P. Wehausberg (Signature)

(Form approved by the Attorney General)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF MARION)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Charles B. Gaskins

Charles B. Gaskins, President
(Print or type name)

Subscribed and sworn to before me this 6th day of October, 1978.

Geneva M. Heidelman
Notary Public

My Commission expires:
March 2, 1982

APPENDIX "A"

During the performance of this Contract, the Engineer for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), and the Owner (hereinafter referred to as the "Local Public Agency"), agrees as follows:

(1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.

(4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority, the State Highway Commission or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority, the State Highway Commission, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Local Public Agency, shall impose such Contract sanctions as they or the State Highway Commission or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless, exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Local Public Agency, State Highway Commission or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Local Public Agency or State to enter into such litigation to protect the interests of the Local Public Agency or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

INDIANA STATE HIGHWAY COMMISSION
100 North Senate Avenue
Indianapolis, Indiana 46204

INDIANAPOLIS
Room 1101, State Office Building
317-633-5816

JUL 7 1978
STATE HIGHWAY COMMISSION
DEPARTMENT

June 22, 1978

MEMORANDUM:

A meeting was held on June 19, 1978 to discuss five (5) projects in Fort Wayne, Allen County. Those in attendance are shown on the attached list.

First discussed was the Hobson-Hessen Cassel Corridor. The existing roadway from Coliseum to State has already been improved to a 4 lane section in 1974. From State Blvd. the proposed will follow the existing alignment to the present termination point of Hobson Road. From that point to Moeller new alignment will be necessary. No corridor has been studied in this area. South to U.S. 27 the proposed will again follow the existing roadway. A four lane arterial is planned for the whole corridor.

McMillen Park is located south of Moeller Road. A golf course is located at the park. Right-of-way was set aside for improvements in the corridor but it was not dedicated to the city. It is believed that a memorandum of agreement between the city and park officials may clarify the situation. It may be necessary to process a 4 (f) statement depending on the results of further checking. No historic sites are in the area.

State Boulevard is one of the major east-west arterials in the city. The limit on the north therefore, will be State Blvd. The termini on the south will be U.S. 27. This is a major action. Should state that proposed will tie into the already improved section from State to Coliseum and match its cross section. Should also state that 100 feet of right-of-way is available in the area of the sewage treatment plant lagoons located north of the Maumee River.

Modernization and signalization of Lake Avenue from Anthony Boulevard to the east city limits (Maysville Road) was next discussed. The project is needed to get traffic from the west and south to the far east side of Fort Wayne and to New Haven. There are two cemeteries and one high school in the project area but they should not be adversely affected. Existing R/W varies from 40 to 100 feet. Some R/W will be required in certain areas.

Since most of the traffic going east travels to Landin Road it was decided that it should be the east termini. The west termini will be Anthony. There is a park on the south side of North River Road (Lake Avenue extended to the east). The study should show that any future improvements for the section of roadway could be developed to miss the park. Because the roadway will be widened from two to four lanes the project must be considered a major action. The type of processing required will be determined once early coordination is obtained and the study prepared. i.e. negative declaration or Full EIS.

INDIANA STATE HIGHWAY COMMISSION
100 North Senate Avenue
Indianapolis, Indiana 46204

INDIANAPOLIS
Room 1101, State Office Building
317-633-5816

The third project discussed was the upgrading of signals and channelization of Rudisill Boulevard from Lafayette to Harrison. Presently 4 lanes wide within a 100 foot right-of-way. Only R/W that may be required would be for drive reconstruction or radius improvements. No parking presently exists. None is proposed after the improvement. No determination was made as to the type of action. A decision will be made after early coordination is obtained. i.e. major or non major.

The fourth project discussed was improvements to Bluffton Road from Brooklyn to the St. Mary's River. The main problem is left turn lanes into a shopping area north of Bluffton Road. Existing right-of-way appears adequate. Some access may be closed to improve the situation. Engle Ave. which is a east-west Street may be improved from Ardmore to U.S. 24 at some time in the future. The existing bridge over the St. Mary's River is four lanes wide.

It was determined that the termini will be the St. Mary's River Bridge on the east and Engle on the south. This can be considered a safety upgrading and a non major action.

Lastly discussed was the improvements of Crescent Avenue from Anthony to Coliseum. The existing roadway is two lanes wide then widens out to 4 lanes at the Hobson St. Joe Road intersection. East of Hobson, Crescent becomes Stellhorn Road a two lane local street. Traffic uses Crescent to get to Anthony which is the major north/south route into downtown Ft. Wayne. Anthony is 40 feet wide, narrows to 2 lanes at Pontiac then widens back out to four lanes at Rudisill.

It is proposed to widen Crescent to 4 lanes plus turning and channelization. The intersection of Crescent and Anthony, which is now a 5 point intersection, will be improved. Only right-of-way at intersections may be needed. Termini will be Anthony on the south west and St. Joe Road on the east. This is a major action. Type of processing required i.e. negative declaration or full EIS will be determined once early coordination is obtained and the study prepared.

L. D. Cooper

L. D. Cooper, Chief
Division of Roadside Development

LDC/JEJ/sgd

Merritt Hoffman	FHWA
John Breitwieser	FHWA
Ken Traylor	Fort Wayne
Judy Congdon	Clyde Williams Assoc.
Fred Musleh	Clyde Williams Assoc.
Jim Juricic	ISHC
L. D. Cooper	ISHC

To Board of Works Date October 16, 1978

From Kenneth N. Traylor

Subject Consultant Agreements - Lake Avenue, Rudisill Blvd., Bluffton Rd., Crescent Avenue - Clyde E. Williams & Assoc., Inc.

COPIES TO:

Consultant agreements have been corrected in accordance with Board of Works' request.

Respectfully request the Board look at Item 2.6 which was amended by Mr. Fred Musleh from Clyde E. Williams & Assoc. all in accordance with a five-minute conversation with Paul Philips.

As soon as the Board executes this agreement, please return to undersigned.

Kenneth N. Traylor

KNT:ms

Att. (4)

H. I.
11/7/78
Took 3 copies to K. Traylor

66-229-12 11/6/78

DULY ENTERED FOR TAXATION

DEC 11 1978

Jan D. Uebelhoer
AUDITOR OF ALLEN COUNTY

66-223-29 H.I
10/30/78
S-239-78
78- 39685

AGREEMENT
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 30th day of October, 1978, by and between WHEATRIDGE INVESTORS, INC., 3320 Shoaff Park River Drive, Fort Wayne, Indiana, hereinafter referred to as the "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, by its Board of Public Works and Mayor, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer is developing approximately two hundred sixty-two (262) acres into multiple and single-family housing, commonly referred to as Wheatridge and Newberry, and

WHEREAS, the Developer is desirous of extending City sanitary sewers to serve said Development, and

WHEREAS, the Developer has had detailed engineering plans and specifications prepared for the extension of City sanitary sewers to serve Section I of Wheatridge and Newberry, and allow for future extensions to serve his entire area, and

WHEREAS, said plans have been reviewed and approved by the City and designed to incorporate the City's request for oversizing and lowering to allow for future expansions, and

WHEREAS, the Developer has obtained bids on said Project, and the City and Developer are now ready to construct the sewers commonly known as "Wheatridge/Newberry Section I Off-Site and On-Site Sanitary Sewers", hereinafter referred to as "Sewer", and is described as follows:

OFF-SITE SEWER

Beginning at an existing manhole on the St. Joe Interceptor Sewer located on the east side of Beckett Run and 360+ feet westerly from the westerly right-of-way line of Interstate Highway #69; thence westerly through the properties now or formerly owned by Leonard and Edwin Willig and Rosemary A. Logue, 1,075± feet to a proposed manhole in Auburn Road; thence continuing westerly and southerly along the north bank and following the meanderings of the Kruse Drain a distance of 1,720± feet to a proposed manhole located on the east side of the proposed Wheatridge Addition, said manhole also on the west line of the property now or formerly owned by Kenneth J. Klooze.

Said sewer shall be twelve (12) inches in diameter.

ON-SITE SANITARY SEWERS - WHEATRIDGE
Main Line

Beginning at the proposed manhole located at the terminus of the above described off-site sewer; thence southwesterly 270± feet to a proposed manhole; thence westerly 370± feet to a proposed manhole located on the east side of future Sakaden Court; thence southwesterly along the east line of said future Sakaden Court 530± feet to a proposed manhole; thence southwesterly 615± feet to a proposed manhole on the east side of Weymouth Drive; thence southerly along the east side of Weymouth Drive 270± feet to a proposed manhole on the south side of Easton Trail; thence westerly along the south side of Easton Trail, 1,230± feet to a proposed manhole at the northwest corner of Lot #14; thence westerly along the north side of Easton Trail

Ken
7061

INSTRUMENT L 12,304

380± feet, terminating at a proposed clean-out.

Lateral #1

Beginning at proposed manhole #6 on the main line located on the east side of Weymouth Drive at the southwest corner of Lot #100; thence northerly and westerly along Weymouth Drive to a proposed manhole located at the intersection of Valdosta Drive 180± feet, terminating at a proposed manhole.

Lateral #1A

Commencing at a proposed manhole on Lateral #1 located at the southeast corner of the intersection of Weymouth Drive and Valdosta Drive; thence southwesterly along the east side of Valdosta Drive 200± feet, terminating at a proposed manhole.

Lateral #2

Beginning at a proposed manhole located on Lateral #1 in the center of Lot #102 on the east side of Weymouth Drive; thence southwesterly along a proposed easement 570± feet to a proposed manhole; thence northwesterly and along the east side of Bisque Court to a proposed manhole at the southeast corner of the intersection of Bisque Court and Valdosta Drive; thence northeasterly along the east side of Valdosta Drive 150± feet, terminating at a proposed clean-out. Also commencing at the manhole located on proposed Lateral #2 at the southeast corner of Bisque Court and Valdosta Drive; thence southwesterly 60± feet, terminating at a proposed clean-out located in the northeast corner of Lot #56.

Lateral #2A

Commencing at a proposed manhole located on Lateral #2 located at the southeast corner of Lot #75 in Tendall Court; thence northwesterly along the southerly side of Tendall Court 465± feet, terminating at a proposed manhole located at the northeast corner of Lot #10.

Lateral #3

Commencing at a proposed manhole on the main line located at the northeast corner of the intersection of Easton Trail and Bridgewater Drive; thence northerly along the east side of Bridgewater Drive 855± feet to a proposed manhole at the southeast corner of the intersection of Bridgewater Drive and Valdosta Drive; thence northeasterly along the east side of Valdosta Drive, 60± feet, terminating at a proposed clean-out.

Said sewers shall be eight (8) and ten (10) inches in diameter.

ON-SITE SANITARY SEWERS - NEWBERRY
Main Line

Beginning at an existing manhole located at the southwest corner of Lot #9, Manor Park Addition; thence northerly 320± feet to a proposed manhole located at the southeast corner of Lot #27 of Newberry; thence northwesterly along the south line of said Lot #27, 135± feet to a proposed manhole located on the south side of Crowder Court; thence southerly and northwesterly along the south and southwesterly sides of Crowder Court, 1355± feet, terminating at a proposed manhole at the northwest corner of Lot #44 of Newberry.

Lateral #1

Beginning at a proposed manhole on the main line located at the northeast corner of Lot #35; thence northeasterly along the east side of Conway Court, 680± feet to a proposed clean-out.

Lateral #2

Beginning at a proposed manhole located at the northeast corner of Lot #35; thence southwesterly along an easement on the north line of said Lot #35, 125± feet, terminating at a proposed clean-out.

Lateral #3

Beginning at a proposed manhole on the main line located at the southwest corner of the intersection of Newberry Drive and Crowder Court; thence northeasterly along the east side of Newberry Drive, 380± feet, terminating at a proposed clean-out.

Lateral #4

Beginning at a proposed manhole located at the southeast corner of the intersection of Newberry Drive and Crowder Court; thence southwesterly along the south side of Newberry Drive, 95± feet, terminating at a proposed clean-out.

Said sewers shall be eight (8) and ten (10) inches in diameter.

Said Sewer to be constructed in accordance with the plans, specifications and profiles as prepared by Ronald L. Bonar and Associates, Inc., and approved by the Water Pollution Control Engineering Department, and on file at this time in the Office of the Board of Public Works. Said project, commonly known as Wheatridge/Newberry, Section I. Said plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of the Off-Site Sanitary Sewer is represented to be $88,409.80 which is composed of $67,209.80 construction cost; $6,500.00 engineering cost; $4,200.00 inspection cost; $500.00 agreement fees; and $ 10,000.00 easement costs, and

WHEREAS, the cost of the Wheatridge/Newberry On-Site Sanitary Sewers is represented to be $273,659.95 which is composed of $253,719.75 construction cost; $7,440.00 inspection cost; $12,000.00 engineering cost; and $500.00 agreement fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications and profiles on file with the City. All work and materials shall be subject to inspection by the City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Developer may place in service a portion of the project before the entire project is completed, providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage

therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said Sewer and to hold the City harmless from any liability for claims connected therewith. City's cost of oversizing said Sewer as described herein is established at $18,897.35. Said amount was established through competitive bids, copies of which are on file with the City. City shall pay Developer said amount as all or any portion of the oversized sewer is completed and accepted by City.

3. AREA OF DEVELOPER

Said Sewer will serve the area of the Developer which consists of approximately two hundred sixty-two (262) acres located in Section 12, Township 31 North, Range 12 East, and is bounded generally on the north by Wallen Road, on the south by Cook Road, and on the west by Coldwater Road, described in detail on Exihibit "A" and shown on Exhibit "B" which are attached hereto and made a part hereof.

4. CHARGES AGAINST EXCESS AREA AND LOCAL CONNECTION FEES

Said Sewer, when constructed, will serve and benefit additional or excess area, identified as "Local Area Benefitting" on attached Exhibit "C" and drawing, Exhibit "D". A breakdown of the off-site sewer cost and allocation is set forth on Exhibit "C". In the event any present or future owner of the designated Local Area Benefitting as shown on Exhibits C and D shall at any time within fifteen (15) years after the date of this contract, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne a Local Connection Fee of $.06773079 per square foot. All connection fees collected by City shall be paid by City to Developer within sixty (60) days after collection.

5. AREA CONNECTION FEES

In addition to the above described "Local Connection Fees", all future users of said Sewer, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne the St. Joe Interceptor Area Connection Fee of $475.00 per acre as set forth in Document #74-22909 recorded on October 1, 1974. The amounts so collected shall be retained by the City for expansions and improvements as set forth in the aforedescribed Resolution and deposited with the Fort Wayne Water Pollution Control Utility.

The Local and Area Connection Fees will be due as the areas are platted, developed or connected to said Sewer.

The Area Connection Fees due from the area of the Developer for Section I of Wheatridge and Newberry and the off-site sewer property owners who are connected by Developer as consideration of easement cost shall be waived by City in an amount not to exceed $30,000.

6. CONSTRUCTION OF FUTURE SEWERS

The Developer may construct future sewers to serve the entire area of Developer with extensions from the sewers described herein, providing the plans and profiles of such future sewers are first approved by the City's Water Pollution Control Engineering Department. City agrees the entire area of Developer, 262± acres, may be served by City sanitary sewers and that said service may be in phases, depending upon the development plans of the Developer.

7. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized Ordinance, the said real estate noted in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns, by any grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the Corporate Limits of City, who connect into the Sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located, or of the area served by said Sewer.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:
WHEATRIDGE INVESTORS, INC.

By Amos D. Delagrange
Amos D. Delagrange, President

By Richard K. Locke
Richard K. Locke, Secretary-Treasurer

CITY OF FORT WAYNE

By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar

Max G. Scott

ATTEST:
Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality:
Associate City Attorney

This Instrument prepared by Ronald L. Bonar and Associates, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared WHEATRIDGE INVESTORS, INC., by Amos D. Delagrange President; and Richard K. Locke, Secretary-Treasurer, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 26th day of October, 1978.

Harold B. Neal
Notary Public
Resident of Allen Co., Indiana

My Commission Expires:
~~A.D. Delagrange Construction Inc.~~
Sept 30, 1980

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G. Scott, members of the Board of Public Works; and Ursula Miller, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 30th day of October, 1978.

Anne J. Fox
Notary Public ANNE J. FOX
Resident of Allen Co., Indiana

My Commission Expires:
March 6, 1980

AREA OF DEVELOPER

S-239-78

WHEATRIDGE/NEWBERRY DEVELOPMENTS

Beginning at the center of Section 12, T-31-N, R-12-E; thence South 00 degrees, 02 minutes, 20 seconds West, 355.00 feet; thence North 89 degrees, 35 minutes, 30 seconds East, 1288.15 feet; thence South 00 degrees, 07 minutes, 37 seconds East, 977.35 feet; thence North 89 degrees, 45 minutes, 06 seconds East, 302.03 feet; thence South 00 degrees, 22 minutes, 18 seconds East, 1334.86 feet to a point on the centerline of existing Cook Road; thence South 89 degrees, 21 minutes, 48 seconds West, 340.33 feet along said Cook Road centerline; thence North 00 degrees, 07 minutes, 37 seconds West, 660.00 feet; thence South 89 degrees, 31 minutes, 24 seconds West, 1260.00 feet; thence South 71 degrees, 49 minutes, 38 seconds West, 1003.38 feet; thence South 00 degrees, 00 minutes, 00 seconds East 350.00 feet to a point on the centerline of Cook Road; thence along the centerline of Cook Road South 89 degrees, 49 minutes, 20 seconds West 978.00 feet; thence North 00 degrees, 38 minutes, 40 seconds West 235.00 feet; thence South 89 degrees, 49 minutes, 20 seconds West 605.00 feet to a point on the centerline of existing State Road 327; thence along said State Road 327 centerline North 00 degrees, 38 minutes, 40 seconds West, 1351.80 feet; thence North 89 degrees, 06 minutes, 20 seconds East, 685.73 feet; thence North 00 degrees, 49 minutes, 00 seconds West, 248.60 feet; thence North 89 degrees, 06 minutes, 20 seconds East 54.00 feet; thence North 00 degrees, 49 minutes, 00 seconds West, 815.33 feet; thence North 89 degrees, 25 minutes, 55 seconds East, 544.61 feet; thence North 00 degrees, 38 minutes, 05 seconds West, 2669.00 feet to a point on the centerline of existing Wallen Road; thence along said Wallen Road centerline South 89 degrees, 53 minutes, 53 seconds East, 1296.00 feet; thence South 00 degrees, 26 minutes, 35 seconds East, 2657.00 feet to the Point Of Beginning; containing 261.62 acres and subject to State and County Rights-of-Way therefrom.

The above description is from a Survey of Keith E. Moody, dated January 18, 1978.

EXHIBIT "B"

Prepared by: RONALD L. BONAR & ASSOC., INC
SUITE 430, 116 EAST WAYNE ST.
FORT WAYNE, INDIANA

AUGUST 11, 1978

WHEATRIDGE OFF-SITE SANITARY SEWER

LOCAL CONNECTION FEES

Construction Costs - Based on Bid 2A of Bercot Construction Co.

2790	L.F.	10" Sanitary @ $15.90	=	$44,361.00
10	Each	Manhole @ $1232.20	=	12,322.00
1	Each	Auburn Road Crossing @ $5231.80	=	5,231.80
1300	S.Y.	Restoration-Seeding & Mulch @ $2.55	=	3,315.00
9900	S.Y.	Restoration-Broadcast Seeding @ $.20	=	1,980.00
				$67,209.80

Local Sewer Cost

Construction Cost	$67,209.80
Engineering Cost	6,500.00
City Inspection Cost	4,200.00
Agreement Fees	500.00
Easement Cost	10,000.00
Total Local Sewers Cost	$88,409.80
Less City Waiver of Developer's Area Connection Fees	- 30,000.00
Net Local Sewers Cost	$58,409.80

Local Area Benefitting

Tract 1	174,000
Tract 2	38,400
Tract 3	655,400
	867,800 S.F.

Cost per Square Foot $\frac{\$58,409.80}{867,800 S.F.} = \$ .0673079$

Cost to Each Tract

Tract Number	Owner	Area Benefitting	Local Sewer Share
1	Leonard & Edwin Willig 7980 Auburn Road	174,000S.F.	$11,711.57[2.]
2	Rosemary A. Logue 7930 Auburn Road	38,400S.F.	2,584.62[1.]
3	Kenneth J. Klooze	655,400S.F.	44,113.61[2.]
		867,800S.F.	$58,409.80

1. Share was absorbed as easement damages, therefore, no local share due to Developer. Also, St. Joe Interceptor Area Charge and tap permit fee are being satisfied by Developer.

2. Local Sewer share as well as St. Joe Interceptor Area Charge and tap per tap permit fees due at the time of connection.

RECEIVED
OCT 0 2 1978
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

66-222-25 H.I. 10/30/7. 34

78- 33524

City & Fort Wayne
1 E. Main St
Ft Wayne IN 46802

QUIT-CLAIM DEED

This indenture witnesseth that MYRTLE C. SCHUELKE, unmarried and over the age of eighteen (18) years,

of Los Angeles *County in the State of* California

Releases and quit claims to MURIEL L. KNAPP

of Allen *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other good and valuable consideration *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

The West forty-eight (48) feet of Lot numbered four (4) of P. A. Randall's Addition to the City of Fort Wayne, according to the recorded plat thereof.

Herman L. Schuelke and Myrtle C. Schuelke were married on March 10, 1923, and they remained continuously married until the death of Herman L. Schuelke on February 10, 1960.

1978 OCT 19 PM 3:12
ALLEN COUNTY RECORDER
Jean E. Dunbar

State of ~~Indiana~~ CALIFORNIA, LOS ANGELES **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd *day of* October 19 78 *personally appeared:* MYRTLE C. SCHUELKE, an unmarried person;

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires March 15 1980

Beverley A. Grams
Notary Public

Dated this 3rd **Day of** October 19 78

Myrtle C. Schuelke Seal
MYRTLE C. SCHUELKE Seal

OFFICIAL SEAL
BEVERLEY A. GRAMS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires March 15, 1980
Seal

Seal

DULY ENTERED FOR TAXATION Seal

OCT 19 1978 Seal

Jean D. Uebelhoer
AUDITOR OF ALLEN COUNTY

This instrument prepared by Kenneth M. Waterman, Attorney at Law

INSTRUMENT L 10,090

MAIL TO: Board of Wks
City County Bldg
Fort Wayne, Ind

PRINTED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION

35

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:
City of Ft Wayne
1 E. Main St.
Ft Wayne, IN 46802

66-222-24 HI
10/30/78

WARRANTY DEED

78- 33523

This indenture witnesseth that MURIEL L. KNAPP

of Allen County in the State of Indiana

Convey and warrant to THE CITY OF FORT WAYNE, an Indiana municipal corporation,

of Allen County in the State of Indiana

for and in consideration of One Dollar ($1.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

Lot Number Four (4) of P. A. Randall's Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

The grantor, Muriel L. Knapp, in this deed and the grantee, Muriel Knapp, in that certain deed dated August 31, 1967, from Walter T. Prange and Jean Fanning Prange, husband and wife, recorded September 6, 1967, at Deed Record 694, page 274, in the records of Allen County, Indiana, are one and the same person.

Subject to taxes for the year 1977 due and payable in November, 1978, and taxes for all subsequent years.

Subject to easements and restrictions of record.

1978 OCT 19 PM 3 11
ALLEN COUNTY RECORDER
Jean E. Prange

State of Indiana, Allen County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 18th day of September, 1978 personally appeared: MURIEL L. KNAPP, also known as MURIEL KNAPP,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires April 15, 1982

Kenneth M. Waterman
KENNETH M. WATERMAN Notary Public
Resident of Allen County.

Dated this 18th Day of September, 1978

Muriel L. Knapp Seal
MURIEL L. KNAPP

Seal

Seal

DULY ENTERED FOR TAXATION
OCT 19 1978
Jean D. Uebelacker Seal
AUDITOR OF ALLEN COUNTY

Seal

This instrument prepared by Kenneth M. Waterman Attorney at Law

INSTRUMENT # 10,091

MAIL TO: Board of Works
City Engineering

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. Rev 6-78

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

RELEASE OF MORTGAGE

78- 33525

For a valuable consideration, it is hereby certified that a certain mortgage executed by VIOLET B. LOPSHIRE, on the 5th day of September, 19 67, securing the principal sum of Three Thousand Two Hundred Fifteen and 17/100---------- Dollars ($ 3,215.17) which mortgage was duly recorded as Document Number (not applicable) or in Mortgage Record 896 at pages 171 in the office of the Recorder of Allen County, Indiana, on 6th day of September, 19 67, and subsequently assigned on the xxxxxxx day of xxxxxxxxxxxxxxxxxx, 19xxxx to the xxxxxxxxxxxxxxxxx

AGREEMENT

78- 34365 10/25/78

THIS AGREEMENT made this 20th day of May, 1978 by and between FRANCHISE REALTY CORORATION, an Indiana corporation, hereinafter referred to as "Developer" and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "City".

1978 OCT 26 AM 10:09
ALLEN COUNTY RECORDER

WITNESSETH:

WHEREAS, the Developer is, or shall be, the owner of the following described premises:

Part of the Northeast Quarter of Section 22, Township 31 North, Range 12 East, Allen County, Indiana, lying North of Interstate Highway #69, said part being more particularly described as follows, to wit:

Beginning on the North line of said Northeast Quarter at a point situated 535.00 feet west of the Northeast corner of said Northeast Quarter; thence West, on and along said North line, being also the centerline of Washington Center Road, a distance of 180.0 feet; thence Southerly, by an interior angel of 88 degrees 48' and parallel to the East line of said Northeast Quarter, a distance of 476.0 feet to the Northerly right-of-way line of Interstate Highway #69; thence Southeasterly, on and along said Northerly right-of-way line as defined by a regular curve to the right having a radius of 464.26 feet, said curve lying 55.0 feet (measured radially) Northerly of and extrorsely concentric to line N.E.C., per Indiana State Highway Commission plans (Project 69-4) (3) 109, 1959), an arc distance of 176.96 feet (the chord of which forms an interior angle with the last described course of 104 degrees 55', for a length of 175.89 feet); thence a Northerly, by an interior angle of 75 degrees 05' from the aforesaid chord and parallel to the East line of said Northeast Quarter, a distance of 74.5 feet; thence East, by a deflection angel right of 91 degrees 12' and parallel to the North line of said Northeast Quarter, a distance of 5.0 feet; thence Northerly and parallel to said East line, a distance of 177.0 feet; thence East and parallel to said North line, a distance of 5.0 feet; thence Northerly and parallel to said East line, a distance of 266.2 feet to the point of beginning, containing 1.997 acres of land, subject to legal right-of-way for Washington Center Road.

WHEREAS, Developer is desirous of constructing a restaurant on the above described premises; and

WHEREAS, the Developer is required by the City to construct a storm water retention pond on the above described premises; and

WHEREAS, the Developer has agreed to construct said storm water retention pond and to provide perpetual maintenance for the said storm water retention pond.

Put in city box

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth, the parties hereto agree as follows:

1. The Developer will construct or cause to be constructed the storm water retention pond in accordance with the plan prepared by Z. K. Tazian Associates, Inc., dated May 4, 1978 which has been filed with the City. The retention pond shall be located in the west corner of the above described premises and shall have a capacity of approximately 17,000 cubic feet.

2. In as much as a retention pond is an unusual element of a storm drainage system, Developer agrees that they will provide perpetual maintenance of said pond at their cost.

3. The Developer assumes all responsibility for the continual maintenance and operation of said retention pond and hereby guarantees said maintenance and agrees to save the City totally harmless from any liability resulting therefrom.

4. The City agrees that at such time as the pond is no longer necessary for the retention of storm water, that this agreement shall automatically terminate and that the City will execute a recordable document evidencing such termination at the request of the Developer.

THIS AGREEMENT is accepted as a covenant which shall run with the above described premises and all rights hereto shall be binding upon the parties hereto their successors and assigns

IN WITNESS WHEREOF, the parties have subscribed this agreement this 20th day of May, 1978.

FRANCHISE REALTY CORPORATION

Director of Real Estate/Legal

ATTEST:

Assistant Secretary

WITNESS:

WITNESS:

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg

HENRY P. WEHRENBERG

WITNESS:

URSULA MILLER

(APPEND ACKNOWLEDGEMENTS)

(ACKNOWLEDGMENT)

STATE OF ILLINOIS
COUNTY OF DuPAGE SS:

I, Cheryl Vicher, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Michael J. Sise, Director of Real Estate Legal, and Seymour Greenman Assistant Secretary, of Franchise Realty Corporation, a Indiana corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Michael J. Sise - Director of Real Estate Legal, ~~Vice President~~, and ~~Seymour Greenman~~, Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Director of RE Legal and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19th day of May 19 78

My Commission Expires Dec. 5, 1981

Cheryl Vicher
Notary Public

(ACKNOWLEDGMENT-INDIVIDUAL)

STATE OF
COUNTY OF SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument as (h) (their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 19____.

_____
Notary Public

(ACKNOWLEDGMENT-CORPORATE)

STATE OF
COUNTY OF SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ Vice President, and _____ Assistant Secretary of _____ an _____ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument such _____ Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such _____ Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 19____.

_____
Notary Public

37

DULY ENTERED FOR TAXATION

DEC 11 1978

Jean D. Uebelhaer
AUDITOR OF ALLEN COUNTY

66-215-10 + I
12-12-78
78- 39684
S-240-78

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT made in triplicate this 25 day of October, 1978, by and between Jeffery A. Gilmore and James J. Lancia, d/b/a WINDSOR DEVELOPMENT, an Indiana General Partnership, being all of the partners, hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

INSTRUMENT L 12,303

WINDSOR WOODS - SECTION 1

Line "A" - Beginning at proposed Manhole #2, said manhole being situated 70 (plus or minus) feet North and 25 (plus or minus) feet West of the Northwest corner of Lot #50 in WINDSOR WOODS, SECTION 1; thence Southeasterly, along the West line of Lot #50, a distance of 315 feet to proposed Manhole #3, said manhole being situated 50 feet Northeast of Lot #47 and on the centerline of Langworth Court; thence Southerly, along the West right-of-way of Langworth Court, a distance of 280 feet to proposed Manhole #4, said manhole being situated on the Southeast corner of Lot #45 in WINDSOR WOODS, SECTION 1; thence Southeasterly, along the East line of Lot #5, a distance of 240 feet to proposed Manhole #5, said manhole being situated on the Southeast corner of Lot #5 in WINDSOR WOODS, SECTION 1 and on the North line of Kehr's Addition; thence Westerly, along the North line of Kehr's Addition, a distance of 400 feet to proposed Manhole #6; thence Westerly, along the North line of Kehr's Addition, a distance of 400 feet to proposed Manhole #7; thence Westerly, along the North line of Kehr's Addition, a distance of 380 feet terminating at proposed Manhole #8, said manhole being situated 105 feet West of the Southeast corner of Lot #19 in WINDSOR WOODS, SECTION 1.

Line "B" - Beginning at proposed Manhole #11, said manhole being situated on the West corner of Lot #26 in WINDSOR WOODS, SECTION 1; thence Southeasterly, along the Southwest line of Lot #26, a distance of 60 feet terminating at proposed Cleanout #1.

Line "C" - Beginning at proposed Manhole #13, said manhole being situated on the Southwest corner of Lot #48 in WINDSOR WOODS, SECTION 1; thence Northerly, along the West line of Lot #48, a distance of 40 feet terminating at proposed Cleanout #3.

Line "D" - Beginning at an existing manhole over an existing 21" sanitary sewer, said manhole being situated 190 (plus or minus) feet North and 110 (plus or minus) feet East of the Northwest corner of Lot #50 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 180 feet

Call Ken
7061

to proposed manhole #2, said manhole being situated 70 (plus or minus) feet North and 25 (plus or minus) feet West of the Northwest corner of Lot #50; thence Westerly, a distance of 255 feet to proposed Manhole #9, said manhole being situated 70 (plus or minus) feet North and 60 (plus or minus) feet East of the North corner of Lot #31 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 260 feet to proposed Manhole #10, said manhole being situated on the North corner of Lot #29 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 335 feet to proposed Manhole #11, said manhole being situated on the West corner of Lot #26 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 400 feet terminating at proposed Manhole #12, said manhole being situated on the Southeast corner of Lot #21 in WINDSOR WOODS, SECTION 1.

Line "E" - Beginning at proposed Manhole #3, said manhole being situated 50 feet Northeast of Lot #47 and on the centerline of Langworth Court; thence Southwesterly along the South line of Lot #48 in WINDSOR WOODS, SECTION 1, a distance of 200 feet to proposed Manhole #13, said manhole being situated on the Southwest corner of Lot #48; thence Southeasterly, a distance of 340 feet terminating at Manhole #14, said manhole being situated 5 (plus or minus) feet West of the Northwest corner of Lot #41 in WINDSOR WOODS, SECTION 1.

Line "F" - Beginning at proposed Manhole #4, said manhole being situated on the Southeast corner of Lot #45 and on the North right-of-way of WINDSOR WOODS Blvd. South in WINDSOR WOODS, SECTION 1; thence Easterly, along the North right-of-way of Windsor Woods Blvd. South, a distance of 210 feet to proposed Manhole #15, said manhole being situated on the intersection of the North right-of-way of Windsor Woods Blvd. South and the West right-of-way of Radbourne Drive; thence Easterly along the North right-of-way of Windsor Woods Blvd. South, a distance of 220 feet to proposed Manhole #16; thence Southeasterly, along the North right-of-way of Windsor Woods Blvd., a distance of 100 feet to proposed Cleanout #4, said cleanout being situated on the Southwest corner of Lot #59 in WINDSOR WOODS, SECTION 1.

Line "G" - Beginning at proposed Manhole #15, said manhole being situated on the intersection of the North right-of-way line of Windsor Woods Blvd. South and the West right-of-way line of Radbourne Drive; thence Southerly, along the West right-of-way of Radbourne Drive, a distance of 165 feet to proposed Manhole #17; thence Southerly, along the West right-of-way of Radbourne Drive, a distance of 130 feet terminating at proposed Cleanout #5, said cleanout being situated 10 (plus or minus) feet South of the Northeast corner of Lot #1 and on the West right-of-way of Radbourne Drive in WINDSOR WOODS, SECTION 1.

All sewers consist of 4910 ± L.F. of 8-inch E.S.C.P., or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as WINDSOR WOODS, SECTION 1, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may not or hereafter by regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as WINDSOR WOODS.

> A parcel of land located in the East One-Half of the Fractional Southwest One-Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:
>
> Beginning at a point on the East line of the fractional Southwest One-Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, said point being located North 1°-08'-30" West a distance of 205.0 feet from the Southeast corner of the said fractional Southwest One-Quarter of Section 32; thence South 89°-21'-30" West along the North line of Kehr's Addition a distance of 1312.1 feet actual (1314.0 recorded) to the East line of the former Toledo & Chicago Interurban Railway Co. right-of-way line now owned by the State of Indiana; thence North 1°-07'-00" West along the said East line of the former Toledo & Chicago Interurban Railway Co. right-of-way line a distance of 665.0 feet; thence North 89°-59' East

a distance of 390.0 feet; thence North 1°-07' West a distance of 275.0 feet; thence South 89°-59' West a distance of 390.0 feet to the former Toledo & Chicago Interurban Railway Co. right-of-way line; thence North 1°-07' West along the East line of the former Toledo & Chicago Interurban Railway Co. right-of-way line a distance of 1336.4 feet to the North line of the fractional Southwest One-Quarter of Section 32; thence North 88°-03' East along the said North line of the fractional Southwest One-Quarter of Section 32 a distance of 1311.2 feet to the Northeast corner of the fractional Southwest One-Quarter of Section 32; thence South 1°-08'-30" East along the East line of the fractional Southwest One-Quarter of Section 32 a distance of 2306.1 feet to the point of beginning. Parcel contains 66.53 acres, more or less and is subject to public road and utility easements as shown.

OF WHICH now is being platted WINDSOR WOODS, SECTION 1, containing 28.064 acres more particularly described as follows:

Part of the Fractional Southeast Quarter, together with part of the East Half of the Fractional Southwest Quarter, all being in Section 32, Township 32 North, Range 12 East, Allen County, Indiana, and all being more particularly described as follows, to wit:

Beginning at the Southwest corner of said Fractional Southeast Quarter; thence N 88°-58' E (deed bearing and is used as the basis for the bearings in this description) on and along the South line of said Fractional Southeast Quarter, being also the centerling of Dupont Road, a distance of 514.5 feet; thence N 01°-08'-30" W and parallel to the West line of said Fractional Southeast Quarter, a distance of 205.0 feet; thence N 88°-58' E and parallel to said South line, a distance of 164.4 feet; thence N 13°-41' W, a distance of 175.0 feet; thence N 45°-00' W, a distance of 925.0 feet; thence N 75°-00' W, a distance of 354.6 feet; thence S 42°-00' W, a distance of 725.7 feet; thence S 76°-41' W, a distance of 189.24 feet; thence S 88°-53' W, a distance of 255.04 feet to the East right-of-way line of Lima Road (State Road #3) as it presently exists; thence S 01°-07' E, on and along said East right-of-way line, a distance of 155.47 feet; thence S 04°-33' E, continuing along said East right-of-way line, a distance of 100.18 feet; thence S 01°-07' E, continuing along said East right-of-way line, a distance of 99.2 feet to the point of intersection of said East right-of-way line with the North line of Kehr's Addition; thence N 89°-21'-30" E, on and along the North line of said Kehr's Addition and parallel to the South line of said Fractional Southwest Quarter, a distance of 1271.1 feet to the Northeast corner of said Kehr's Addition, being a point on the East line of said Fractional Southwest Quarter; thence S 01°-08'-30" E, on and along said East line, a distance of 205.0 feet to the point of beginning, containing 28.064 acres of land, subject to legal right-of-way for Dupont Road.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of $475.00 per acre must be paid to the City at the time of connection. Said charge to be based upon a net assessable area obtained by subtracting the street right-of-ways and the Community Area from the total area of WINDSOR WOODS, SECTION 1. Should the Community Area ever be developed, then an area connection charge of $475.00 per acre based on developed area must be paid to the City at the time of connection. This area connection charge represents the oversizing costs expended by the City for the sanitary sewer, St. Joe Interceptor, Resolution # 61-140-11, that provides service to WINDSOR WOODS, SECTION 1. As future sections are developed, the Developer agrees to pay all area connection charges due to the St. Joe Interceptor, Resolution # 61-140-11.

5. CHARGE AGAINST EXCESS AREA.

The said sewer when constructed will serve additional or excess area as shown on the attached Exhibit "A". In the event any present or future owners of said exhibited excess area desires to use said sewer or any extension thereof, by direct tap or through the extension or connection of lateral lines to service such lands, City, through its duly constituted authorities before permitting such use, shall require a contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City, in addition to the cost of the area connection charges of $475.00 per acre due St. Joe Interceptor, Resolution # 61-140-11 and the costs of standard tap-in and inspection fees, the sum of $0.051902 per square foot for the area served by each such connection and use, which represents the pro-rata share of the sanitary sewer line extension built by the Developer and paid by the City as shown in the attached Exhibit "A". The amount is based upon the actual costs of construction for the 8" sanitary sewer lateral Line "A".

6. BOND.

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

7. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest of title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record any executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

10. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

WINDSOR DEVELOPMENT - A Partnership

Jeffery A. Gilmore
General Partner

James J. Lancia
General Partner

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffery A. Gilmore and James J. Lancia, partners of WINDSOR DEVELOPMENT, who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 29th day of September, 1978.

Deanna Faust - Notary Public

My Commission Expires:
10-11-81

Resident of Allen County, Indiana.

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar
Ethel H. LaMar, Member

By: Max G. Scott
Max G. Scott, Member

Approved as to form and legality:

Associate City Attorney

ATTEST:
Ursula Miller

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known to me to be the Mayor, the members of the Board of Works of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand and notarial seal this 25 day of October, 1978.

Anne J. Fox - Notary Public

My Commission Expires:
3/6/80

Resident of Allen County, Indiana.

NOTARY PUBLIC

This instrument prepared by: Phillip Boller, Chief Water Pollution Control Engineer.

S-240-78

EXHIBIT "A"

2	3	4	5	6	7
AREA IN SQ FEET	PROPERTY OWNERS	LOCAL SEWER EXT COST PER SQ FT	LOCAL SEWER EXT COST PER AC.	AREA PERCENTAGE BASED ON TOTAL PROPERTY UNDER CONSTRUCTION	PROJECT COST TOTALS PER PROPERTY OWNER
345,508	WINDSOR DEVELOPMENT	$ 0.05/SQ FT	$ 17,932.21	10.4%	$ 2,679.11
17,160	ALVIN F. & CAROL J. GILBERT	0.05/SQ FT	$ 2497.70	1.6%	$ 248.13
18,000	PHILLIP E. & ALICIA A. MEYER	0.05/SQ FT	934.28	1.4%	1,130.42
18,000	RICHARD N. & RUBY L. GUY	0.05/SQ FT	934.28	1.4%	1,130.42
18,000	DONALD D. & LOIS STAYER	0.05/SQ FT	934.28	1.4%	1,130.42
18,000	VERYL J. & JOAN F. WEIMER	0.05/SQ FT	934.28	1.4%	1,130.42
18,000	MARGARET V. FORTNEY	0.05/SQ FT	934.28	1.4%	1,130.42
18,000	ALAN L. & VIRGINIA A. SHAFFAKAN	0.05/SQ FT	934.28	1.4%	1,130.42
18,000	RAYMOND H. & LOIS GENE KITER	0.05/SQ FT	934.28	1.4%	1,130.42
18,000	DOROTHY B. FALKENROAD	0.05/SQ FT	934.28	1.4%	1,130.42
45,240	DEVEL. K. MARY E. KEHR	0.05/SQ FT	2,349.57	3.5%	2,841.75

TOTAL $ 41,782.25

TOTAL COST OF SEWER:
INSPECTION: $ 28,082.70
COUNTY ENGINEERING: $ 4,849.80
TOTAL: $ 32,208.50

∴ LOCAL COST PER S.F. = 30,508.50 / 284,748 = .05/SQ FT

TOLERANCES	REVISIONS			WINDSOR WOODS - SEC 1
DECIMAL	NO	DATE	BY	
FRACTIONAL				
ANGULAR				DRAWN BY / SCALE / MATERIAL
				CHK'D / DATE / DRAWING NO
				TRACED / JOB #

Sent for recording 12/7/78

B0184-78

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AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 25 day of October, 1978, by and between Zoltan Herman, hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works, hereinafter referred to as "City".

W I T N E S S E T H:

WHEREAS, the "Developer" desires to have a public sanitary sewer to serve his establishment, Zoli's Chalet, 4114 Covington Road and it has been determined that to construct a private sanitary sewer for the "Developer's" needs only would cost $32,000.00; and

WHEREAS, the "City" desires to construct a public sanitary interceptor, hereinafter referred to as "Sewer", that will not only benefit the "Developer" but by its size and character will be utilized by both adjacent landowners and for future extensions; and

WHEREAS, the "City" has determined that the cost to construct said "Sewer" which will benefit both the "Developer" and adjacent landowners would be in excess of $190,000.00; and

WHEREAS, the "City" and the "Developer" desire to combine their finances for the combination of said "Sewer".

NOW, THEREFORE, in consideration of the foregoing and in a mutual effort, the parties hereto agree to the following:

A. The "Developer" shall make a cash contribution to the "City" for the construction of said "Sewer" in the amount of $50,000.00 which payments shall be as follows:

1. A payment of $20,000.00 shall be paid by the "Developer" to the "City" at the time of award of the contract to install said "Sewer".

2. A payment of $15,000.00 shall be paid at a time of physical connection by the "Developer" to the "City's" "Sewer".

3. A final $15,000.00 payment shall be paid by the "Developer" to the "City" within one (1) year from the date of formal acceptance of the "Sewer" by the Board of Public Works.

B. The "City" shall within four (4) months of the execution of this Agreement prepare plans, specifications, acquire easements, take bids, and let contract to construct the "Sewer" to serve the "Developer."

C. The "City" and the "Developer" will enter into a fifteen (15) year reimbursement agreement wherein the "Developer" shall receive monies collected by the "City" from the adjacent benefited landowners who connect to said "Sewer" in an amount not to exceed $18,000.00 and shall be paid directly to the "Developer" by the "City" within sixty (60) days of receipt thereof.

D. The "Developer" shall provide the "City" with a satisfactory twenty (20) feet of permanent sanitary easement across his property at 4114 Covington Road.

The above Agreement and the terms thereof are hereby accepted by both the City of Fort Wayne, Indiana, by and through its Board of Public Works and Zoltan Herman.

IN WITNESS WHEREOF, the parties, and each of them, have affirmed their signatures and seal hereto:

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

ATTEST:
Ursula Miller
Ursula Miller, Clerk

Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Henry P. Wehrenberg, Chairman of the Board of Public Works, and ~~Ethel H. LaMar~~ and Max G Scott, Members of the Board of Public Works; who acknowledge the execution of the foregoing Agreement for sanitary sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 25 day of October 1978.

Anne J. Zoll
Notary Public - Resident of Allen County

My Commission Expires:
3/6/80

DEVELOPER: ZOLTAN HERMAN

Zoltan Herman
BY: Zoltan Herman

Philip Wenzig
Corporate Secretary for
Zoli's Chalet

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Zoltan Herman, Developer of Zoli's Chalet, 4114 Covington Road; who acknowledge the execution of the foregoing Agreement for sanitary sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 24th day of October, 1978.

Judith Jean Dodane
Notary Public - Resident of Allen County
Judith Jean Dodane, Allen County

My Commission Expires:
April 22, 1979

This instrument prepared by
Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

66-213-26 H.I.

10/23/78

S-247-78

AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of October, 1978, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through the BOARD OF PUBLIC WORKS AND SAFETY hereinafter referred to as the "CITY" and CLYDE E. WILLIAMS AND ASSOCIATES, INCORPORATED, 70 E. 91st Street, Indianapolis, Indiana, 46240, Consulting Engineers, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the City desires to contract for consulting services required to complete a location study and report, and prepare an environmental impact statement, all for the project hereinafter described, and

WHEREAS, the Consultant has expressed a willingness to complete a location study and report, and prepare an environmental impact statement, as desired by the City, and to furnish the services required in connection therewith;

NOW, THEREFORE, the parties hereto agree that said Consultant shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

DESCRIPTION OF PROJECT:

Construction of a four lane urban arterial using the Ardmore-Hillegas Street Corridor from Baer Field Expressway on the South to California Road on the north and thus offering direct access to U.S. 33, U.S. 30 and Interstate 69.

NOW, THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

SECTION 1. SERVICES BY THE CONSULTANT

The Consultant shall provide the following:

1.1 Development of the Corridor Location Study Report in compliance with procedures and requirements of the Federal Highway Administration and the Indiana State Highway Commissions approved Action Plan.

1.2 Development of the Environmental Impact Study in compliance with procedures and requirements of the Federal Highway Administration and the Indiana State Highway Commissions approved Action Plan, involving an interdisciplinary approach and including a Relocation Study in accordance with the 12(b) Relocation Plan.

1.3 Contact all Federal, State, and Local Agencies that may have an interest in the proposed project to obtain any impacts they may identify within their specific expertise.

Contact any Private Organizations that may be interested in the proposed project to obtain the local attitude toward the impacts within the affected area.

1.4 Represent the City at all public meetings, specifically including the public hearings as required by the Federal Highway Administration.

1.5 Provide the survey to obtain the detailed relocation information on each alternate as required.

1.6 Develop noise data for each alternate, including an evaluation of the future effects.

1.7 Develop air pollution data and provide an analysis on the air impact. (Based on existing Ambient Air Quality Data available from the State and Local Air Pollution Control Agency.)

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1.8 Compile all the required information documenting the scope of the project and the anticipated environmental effects in order for a determination to be made by the ISHC and FHWA as to whether the scope of the project requires a major or non-major action and if determined to be a major action if the effects will be considered Significant or Non-Significant.

1.9 If the determination resulting from Section 1.8 considers the Action to be Major having a Non-Significant effect, a Preliminary Draft, Draft and Final Negative Declaration will be processed in accordance with the appropriate Federal Highway Administration Guidelines, and the Indiana State Highway Commission Action Plan.

1.10 If the determination resulting from Section 1.8 considers the Action to be Major having a Significant effect, a Preliminary Draft, Draft and Final Environmental Impact Statement will be processed in accordance with the appropriate Federal Highway Administration Guidelines and the Indiana State Highway Commission Action Plan.

1.11 Develop a Noise Abatement Feasibility Report if required.

1.12 Furnish the appropriate number of copies needed for distribution of all reports to be developed.

1.13 Submit on behalf of the City all required materials to the appropriate agencies.

1.14 Should there be more detailed data required than that available from the State and Local Air Pollution Control Agency as referred to in Section 1.7, the services to provide such additional information shall be considered a major change in the scope of work and such a change shall be resolved in accordance with Section 7 of this Agreement.

1.15 Shall such conditions prevail that would require the Federal Highway Administration to request the processing of a 4(f) statement, the services to cover this work shall be considered as a major change in the scope of work and such a change shall be resolved in accordance with Section 7 of this Agreement.

SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY CLIENT

The City shall provide the Consultant the following:

2.1 All written views pertinent to the proposed project or Environmental Study that are received by the City.

2.2 Traffic assignments.

2.3 Suitable prints of available aerial mosaics.

2.4 Copies of transcripts, developed by ISHC, of any public hearing that may be held.

2.5 Furnish to the Consultant any available information for his use in the preparation of drawings and maps.

2.6 All legal services required to fulfill the provisions of this Agreement.

2.7 Any soil surveys, any results or data from the comprehensive transportation planning process, or any other surveys that may be available and of value in the development of studies covered by the provisions of this Agreement.

SECTION 3. SCHEDULE

The Consultant, under this Agreement, shall begin work immediately upon receipt of notice to proceed from the City and deliver the work to the City or in behalf of the City, deliver to the Indiana State Highway

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Commission in accordance with the following schedule:

3.1 If the determination from Section 1.8 considers the Action to be Non-major, the appropriate reports will be completed and submitted to the State for their appropriate action within 180 calendar days from receipt of the Notice to Proceed.

3.2 If Section 1.9 applies, the Preliminary Draft Negative Declaration, Draft Negative Declaration and the Final Negative Declaration will be furnished as follows:

A. The Preliminary Negative Declaration will be submitted within 240 calendar days after notice to proceed, providing all information to be supplied by the City is made available.

B. The Draft Negative Declaration will be submitted within 45 calendar days after receipt of all comments on the Preliminary Draft Negative Declaration.

C. The Final Negative Declaration will be submitted within 45 calendar days after receipt of all comments on the Draft and receipt of the transcript of the appropriate Public Hearing.

3.3 If Section 1.10 applies, the Preliminary Draft Environmental Impact Statement, the Draft Environmental Impact Statement, and the Final Environmental Impact Statement will be furnished as follows:

A. The Preliminary Draft Environmental Impact Statement will be submitted within 270 calendar days after notice to proceed providing all information to be supplied by the City is made available.

B. The Draft Environmental Impact Statement ready for circulation will be submitted within 90 calendar days after receipt of all comment on the Preliminary Draft by both the State and FHWA.

C. A draft of the Final Environmental Impact Statement will be submitted within 60 calendar days after receipt of all comments of the Draft Environmental Impact Statement and receipt of the transcript of the Corridor Public Hearing.

D. The completed Final Environmental Impact Statement will be submitted within 30 days after receipt of all comments of the draft submission.

3.4 In accordance with Section 1.1 the Corridor Location Report will be furnished as follows:

A. A preliminary draft of the Corridor Location Report will be submitted within 90 days after receipt of comment on the Preliminary Draft Environmental Impact Statement.

B. A completed Corridor Location Report will be submitted within 30 calendar days after receipt of comments on the preliminary draft submission by both the State and FHWA.

C. A draft of an Addendum to the Corridor Location Report will be submitted within 90 calendar days after receipt of all comments on the Draft Environmental Impact Statement and receipt of the transcript of the Corridor Public Hearing.

D. The completed Addendum to the Corridor Location Report will be submitted within 30 calendar days after receipt of all comments on the draft submission.

3.5 The Preliminary Noise Feasibility Report, if required, will be available for submission with the Preliminary Corridor-Design Report.

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A Final Noise Feasibility Report will be made available for submission with the City's Final Corridor-Design Report.

SECTION 4. PAYMENTS

The Consultant shall receive as payment for the work performed under Section 1 of this Agreement, as follows, unless a modification of the Agreement is approved in writing by the City and concurred with by the State and FHWA.

4.1 For those services outlined in Section 1 and performed by the Consultant, the Consultant shall be paid on the basis of a lump sum fee for each applicable phase of work completed as set out below:

A.	Development of the Location Study covered by Section 1.1	$21,200
B.	Development of the Environmental Impact Study covered by Sections 1.2 thru 1.8	$19,000
C.	Development of Negative Declaration covered by Section 1.9 and provide services outlined in Sections 1.12 and 1.13	$11,500
D.	Development of Full Environmental Impact Statement covered by Section 1.10 and provide services outlined in Sections 1.12 and 1.13	$17,800
E.	Development of Noise Feasibility Report covered by Section 1.11	$ 4,900

4.2 Any of the above phases not required in securing the necessary environmental clearances in accordance with the appropriate State and Federal Guidelines will not be considered as part of the Consultant fee.

4.3 The City shall pay the Consultant for preparing to serve and for serving as an expert witness in a court of law at the rate of $300.00 per day. This additional payment does not pertain to the Consultant's appearance at Public Meetings as described in Section 1.4.

SECTION 5. METHOD OF PAYMENT

5.1 Progress payment shall be made to the Consultant in proportion to services completed. Payments for services completed shall be based on an invoice submitted by the Consultant to the City not oftener than once per month. Ten percent (10%) of the invoiced amount shall be retained until final payment. The final payment shall be due the Consultant on acceptance of the appropriate Environmental Statement by the Federal Highway Administration.

SECTION 6. SUBLETTING AND ASSIGNMENT OF CONTRACT

6.1 No portion of the contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the City. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the contract.

SECTION 7. CHANGES IN WORK

7.1 In the event the City requires a major change in scope, character or complexity of the work after the work has progressed as directed by the City, adjustments in compensation to the Consultant and in time for performance of the work as modified, shall be determined through negotiation by the City and Consultant in the exercise of their honest and reasonable judgment and the Consultant shall not commence the additional work or the change of the scope of work until authorized in writing by the City.

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SECTION 8. EMPLOYMENT

8.1 Appendix "A" covering Department of Transportation Regulations on Non-discrimination and attached to this Agreement are to be considered an integral part hereof and are to be complied with by the Consultant on this project.

8.2 The Consultant shall not engage, on full or part-time or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract, an employee of the Federal Highway Administration or the highway organization of any state, county or city except regularly retired employees, without the written consent of the public employer of such person.

8.3 The Consultant and his sublessee, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION 9. COVENANT AGAINST CONTINGENT FEES

9.1 The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For

breach or violation of this warranty the City shall have the right to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration, or brokerage, fee, gift or contingent fee.

SECTION 10. COMPLIANCE WITH STATE AND OTHER LAWS

10.1 The Consultant specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

11.1 The Consultant shall be responsible for all damage to life and property due to activities of the Consultant, his subcontractors, agents or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent, until the services under this Agreement are declared accepted by the City. It is expressly understood that the Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the Consultant under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

11.2 The Consultant shall be responsible for keeping the City currently advised as to the status of any claims made for damages, occurring from entering upon private property, against the Consultant resulting from services performed under this Agreement. Upon completion of the field work by the Consultant, the City is to be so advised as to the

status of claims even though no claims for damages occurred.

SECTION 12. WORKMEN"S COMPENSATION

12.1 The Consultant agrees to procure and maintain at his expense and without expense to the City until final payment by the City for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this contract, whether performed by him or by his subcontractors. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates, in form satisfactory to the City, showing that he has complied with this paragraph, which certificate or certificates shall provide that the policies shall not be changed or cancelled until the (10) days written notice has been given to the City.

The kinds of insurance required are as follows:

A. Policy covering the obligations of the Consultant in accordance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless the Consultant procures such policy and maintains it until acceptance of the work.

B. Comprehensive Policies of Bodily Injury Liability and property damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of liability of not less than $100,000 for each person, including death at any time resulting therefrom, and not less than $300,000 in any one accident, and not less than

$100,000 for all damages arising out of injury to or destruction of property.

C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than $100,000 for each person, including death at any time resulting therefrom, and not less than $300,000 in any one accident, and not less than $100,000 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

SECTION 13. DELAYS AND EXTENSIONS

13.1 The Consultant agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays and hindrances, if any, shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete any services, or any part of them, after the date to which time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

SECTION 14. ABANDONMENT AND TERMINATION

The City reserves the right to terminate or suspend this Agreement upon written notice.

14.1 If the City shall abandon the services herein mentioned, the Consultant shall deliver to the City all data and reports completed or partially completed and these shall become the property of the

City. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the Consultant to the date of the abandonment and which estimate shall be mutually agreed upon by the City and the Consultant. The payment as made to the Consultant shall be paid as a final payment in full settlement for his services hereunder.

14.1 If at any time the Consultant shall abandon or delay the preparation and completion of plans and specifications beyond the several times hereinbefore specified, or beyond such further extension or extensions of time as agreed upon, the City shall give notice, as herein provided, of such delay or abandonment and, if the Consultant shall not within twenty (20) days thereafter have complied with the requirements of this contract, then the City shall have power to terminate this contract by a second written notice, either by mail or personally delivered to the Consultant. Upon the mailing or delivery of such second notice, this contract shall cease and terminate and the City may by any method it deems to be necessary designate and employ other engineers, by contract or otherwise, to perform and complete the services herein described.

14.3 In case the City shall act under the last preceding paragraph, then and in such event, all work completed to date pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the City. In the event of the failure by the Consultant to make such delivery upon demand, then and in that event, the Consultant shall pay to the City any damage it may sustain by reason thereof.

SECTION 15. OWNERSHIP OF DOCUMENTS

15.1 Upon completion and final approval of the work by the City, the Consultant shall deliver to the City all documents and reports which shall become the property of the City.

SECTION 16. SUCCESSORS AND ASSIGNEES

16.1 The City insofar as authorized by law, binds itself and its successors and the Consultant binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the Successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the City nor the Consultant shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

SECTION 17. ACCESS TO RECORDS

17.1 The Consultant and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the City, Indiana State Highway Commission, Federal Highway Administration or any other authorized representative of the Federal Government and copies thereof shall be furnished if requested.

SECTION 18. SPECIAL PROVISIONS

Lump Sum fees contained in this proposal are predicated on the average base hourly rates that the consultant expects will prevail during the process of this work which may extend up to 30 months because of review time.

Should the time required for the completion of this contract extend beyond a 36 month period after notice to proceed due to no fault of the consultant, the consultant reserves the right to renegotiate these fees based on actual salaries paid at that time.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER

CLYDE E. WILLIAMS & ASSOCIATES, INC.

C. B. Gaskins, P.E., President

ATTEST: R. L. Mark Chambers, Secretary

CITY OF FORT WAYNE, INDIANA
BY ITS MAYOR
AND BOARD OF PUBLIC WORKS & SAFETY

ROBERT E. ARMSTRONG, MAYOR

Member

Member

Member

Attest: Ursula Miller
Secretary to the Board of
Public Works and Safety

APPROVED AS TO
LEGALITY AND FORM:

Attorney for City of Fort Wayne,
Indiana

A C K N O W L E D G M E N T

State of Indiana, County of Marion SS:

Before me, the undersigned Notary Public in and for said County, personally appeared Charles B. Gaskins, President and R. L. Mark Chambers, Secretary, of Clyde E. Williams & Associates, Inc., and each acknowledged the execution of the foregoing contract on this 19th day of October, 1978, and each acknowledged and stated that he is the party authorized by the said corporation to execute the foregoing contract.

Witness my hand and seal the said last named date.

My Commission Expires:

March 7, 1982 Geneva M. Heidemann
Notary Public

A C K N O W L E D G M E N T

State of Indiana, County of ALLEN SS:

Before me, the undersigned Notary Public in and for said CITY OF FT. WAYNE, INDIANA, personally appeared ROBERT E. ARMSTRONG, Mayor; ETHEL H. LAMAR and MAX G SCOTT, Members; Chairman HENRY P. WEHRENBERG ~~President~~ of the Board of PUBLIC WORKS, and acknowledged the execution of the foregoing contract on this 16th day of OCTOBER, 1978

Witness my hand and seal the said last named date.

My Commission Expires:

March 6, 1980. Anne J. Fox
Notary Public ANNE J. FOX
Resident of Allen County, Indiana

CERTIFICATION OF ENGINEER

I hereby certify that I am the President and duly authorized representative of the firm of Clyde E. Williams & Associates, Inc., whose address is 70 E. 91st Street, Indianapolis, Indiana 46240 and that neither I, nor the above firm I here represent, has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any): _____

I acknowledge that this certificate is to be furnished to the Indiana State Highway Commission and the Federal Highway Administration, Department of Transportation in connection with this contract involving participation of Federal-Aid Highway Funds and is subject to applicable State and Federal laws, both criminal and civil.

10-19-78
(Date)

C B Gardner
(Signature)

C E R T I F I C A T E O F O W N E R

I hereby certify that I am the CITY ENGINEER OF FORT WAYNE, INDIANA, and that the above engineer or his representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

_____

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

October 23, 1978 (Date) Edward J. Biggs (Signature) City Engineer

(Form approved by the Attorney General)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF MARION)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Charles B. Gaskins

Charles B. Gaskins, President
(Print or type name)

Subscribed and sworn to before me this 19th day of October, 1978.

Geneva M. Hudeman
Notary Public

My Commission expires:
March 7, 1982

APPENDIX "A"

During the performance of this Contract, the Engineer for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), and the Owner (hereinafter referred to as the "Local Public Agency"), agrees as follows:

(1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.

(4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority, the State Highway Commission or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority, the State Highway Commission, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Local Public Agency, shall impose such Contract sanctions as they or the State Highway Commission or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless, exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Local Public Agency, State Highway Commission or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Local Public Agency or State to enter into such litigation to protect the interests of the Local Public Agency or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

FEE JUSTIFICATION

LOCATION STUDY OUTLINED IN ARTICLE 1.1	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
DATA COLLECTION							
Aerial Mapping of Study Area		2		20	40		62
Prior Studies		8	8				16
Transportation and Land Use Plan	4	4	16				24
Traffic Data and Transportation Facilities	4	24					28
Railroad Traffic and Facilities		2					2
Rivers, Streams, Drainage and Rainfall		2	16				18
Soils Data		4	8				12
Utilities and Public Facilities		4	8				12
Field Inspection		10	8				18
Land Appraisals		4	8				12
Feasibility and Benefit Analysis	4	8					12
ALIGNMENT SELECTION AND COST ESTIMATES							
Preliminary Alignment and Alternatives	4	8		20			32
Design Data	4	8		4			16
Horizontal and Vertical Alignment	4	8		4			16
Grade Separations, Stream Crossings, Interchanges	4	20		4			28
Right-of-Way and Access Control	2	4		10			16
Traffic Control		4		10			14
Cost Estimates		20		40			60

FEE JUSTIFICATION

LOCATION STUDY OUTLINED IN ARTICLE 1.1	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
REPORT PREPARATION	10					30	40
Regional and Community Growth			8	4			12
Conservation and Preservation			8				8
Public Facilities and Service			8				8
Community Cohesion			8				8
Displacement of People, Businesses and Farms			8				8
Air, Noise and Water Pollution			16				16
Aesthetic and Other Values			8				8
Public Hearings		10					10
Report Revisions		20	12	4		10	46
NUMBER OF HOURS	40	174	148	120	40	40	562
HOURLY RATES	20	15	14	10	20	8	
TOTAL COST PER INCREMENT	800	2,610	2,072	1,200	800	320	7,802
TOTAL LABOR COST							7,802
OVERHEAD MULTIPLIER 1.3378							10,438
DIRECT NONSALARY COST							220
FIXED FEE							2,740
TOTAL FEE							21,200

FEE JUSTIFICATION

DEVELOPMENT OF STUDY OUTLINED IN ARTICLE 1.2 THRU 1.8	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
Determination of Study Approach and Range	2	4	8	2			16
Contact with Government Agencies	2	8	12			4	26
Contact with Private Organizations	4	8	16			4	32
Conferences, Public Hearings and Information Meetings		8	16				24
Relocation Studies See Location Study							
Development of Noise Data		4	8	8		4	24
Development of Air Pollution Data		4	8	8		4	24
Compile Information for Early Coordination Contact	2		24	4			30
Description of Proposed Action, Need for Action and Alternates Considered	4	8	24			4	40
Socio-Economic Considerations			24			2	26
Effects on Land Use and Traffic Patterns	2	12	8	4		2	28
Natural, Cultural and Historic Resources			12			2	14
Evaluation of Effects on Wildlife and Ecological Balance			16			2	18
Pollution, Rainfall and Water Supply Evaluation		8	8	4		2	22
Evaluation of Alternatives	4	8	24	4		2	42
Comparative Benefits, Costs, Engineering and Other Considerations	4	8	8	8		2	30
Comments from Coordination Responses	2	8	12				22
Revisions after Review		8	12	4		8	32

FEE JUSTIFICATION

DEVELOPMENT OF STUDY OUTLINED IN ARTICLE 1.2 THRU 1.8	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
NUMBER OF HOURS	26	96	240	46		42	450
HOURLY RATES	20	15	14	10		8	
TOTAL COST PER INCREMENT	520	1440	3360	460		336	6116
TOTAL LABOR COST							6116
OVERHEAD MULTIPLIER 1.3378							8182
DIRECT NONSALARY COST (Including Relocation Study*)							2 557
FIXED FEE							2145
TOTAL FEE							19,000

* By Outside Consultant: D. E. McGillem & Assoc.

FEE JUSTIFICATION

DEVELOPMENT OF NEGATIVE DECLARATION OUTLINED IN ARTICLE 1.9, 1.12 & 1.13	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
Description of Proposed Action, Alternates, Need for Action and SEE Effects	2	8	12	8		4	34
Land Use and Traffic Patterns	2	4	12	8		4	30
Probable Impact on Environment	2	4	12			2	20
Evaluation of Alternatives	2	4	12			4	22
Probable Adverse Effects	2	4	12			2	20
Short, Long Term Uses of the Environment	2	4	12			2	20
Irretrievable Commitments of Resources	2	4	12			2	20
Impact on Historic and Cultural Sites	2	4	12			2	20
Environmental Problems and Steps Taken to Avoid Adverse Effects		4	12			2	18
Comments from Coordination Responses	2	4	16			4	26
Revisions after Review	2	8	24	8		12	54
Public Hearings		8	8			20	36
NUMBER OF HOURS	20	60	156	24	--	60	320
HOURLY RATE	20	15	14	10	--	8	
TOTAL COST PER INCREMENT	400	900	2,184	240		480	4204
TOTAL LABOR COST							4204
OVERHEAD MULTIPLIER 1.3378							5624
DIRECT NONSALARY COST							196
FIXED FEE							1,474
TOTAL FEE							11,500

FEE JUSTIFICATION

DEVELOPMENT OF FULL ENVIRONMENTAL IMPACT STATEMENT OUTLINED IN ARTICLE 1.10, 1.12 & 1.13	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
Description of Proposed Action, Alternates Considered, Need for Action and SEE Effects	2	8	16	8		4	38
Land Use and Traffic Patterns	2	8	16	8		4	38
Probable Impact on the Environment	2	8	16			2	28
Evaluation of Alternatives	2	8	16			4	30
Probable Adverse Effects	2	8	12			2	24
Short, Long Term Uses of the Environment	2		8			2	12
Irretrievable Commitments of Resources	2		8			2	12
Impact on Historic and Cultural Sites	2		8			2	12
Environmental Problems and Steps Taken to Avoid Adverse Effects	2		16			2	20
Comments from Coordination Responses	2	8	20			4	34
Summary		8	16			4	28
Revisions after Review	4	16	24			12	56
Public Hearings	4	16	24				44
Preparation of Final EIS	4	24	40	8		20	96
NUMBER OF HOURS	32	112	240	24		64	472
HOURLY RATE	20	15	14	10		8	
TOTAL COST PER INCREMENT	640	1680	3360	240		512	6432
TOTAL LABOR COST							6432
OVERHEAD MULTIPLIER 1.3378							8605
DIRECT NONSALARY COST							507
FIXED FEE							2256
TOTAL FEE							17,800

FEE JUSTIFICATION

DEVELOPMENT OF NOISE FEASIBILITY REPORT OUTLINED IN ARTICLE 1.11, 1.12 & 1.13	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
Analysis of Data Collected	2	12	12				26
Consideration of Possible Solutions	2	12	12	4			30
Compilation of Information and Preparation of Report		12	12	8		20	52
Revisions after Review	4	8	8	4		8	32
	8	44	44	16		28	140
NUMBER OF HOURS	20	15	14	10		8	
HOURLY RATE	160	660	616	160		224	1820
TOTAL COST PER INCREMENT							1820
TOTAL LABOR COST							2435
OVERHEAD MULTIPLIER 1.3378							645
FIXED FEE							4,900
TOTAL FEE							

STATE of INDIANA

INDIANA STATE HIGHWAY COMMISSION
100 North Senate Avenue
Indianapolis, Indiana 46204

INDIANAPOLIS
Room 1101, State Office Building
317-633-5816

January 12, 1979

Mr. Henry P. Wehrenberg, Chairman
Fort Wayne Board of Public Works
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Subject: City-Consultant Agreement
Fort Wayne - Clyde E. Williams & Assoc., Inc.
Planning Study
Ardmore - Hillegas Corridor
Project: M-F024(1)

Dear Mr. Wehrenberg:

Attached are two (2) original signed copies of a fully executed agreement, dated October 23, 1978, between the City of Fort Wayne and Clyde E. Williams & Associates, Inc., providing for the furnishing of engineering services in connection with the subject project. One (1) copy of the agreement is for your file, the other copy should be transmitted to the Consultant.

You may authorize the Consultant to proceed with the preliminary engineering as set out in the agreement. Send us a copy of your notice to proceed.

Future contacts in regard to this work should be made with Mr. Virgil Bell, Chief, Division of State Aid, Room 1203, State Office Building, Indianapolis, Indiana, Phone Number 633-6565.

Very truly yours,

D. O. Epp
Engineer of Consulting Services

For: G. K. Hallock
Chief Highway Engineer

GKH:DOE:sl
Agreements *
cc: Mr. Hallock
* Mr. Bell
* Mr. Payne (Attn: Mr. Bender)
* Mr. Ames
* Mr. Belter
FHWA
* File

66-213-26

(Council 11/4/66)

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66-212-25 H.I
10/23/78

INTERIM SPECIFICATIONS

TO

FORT WAYNE WATER POLLUTION CONTROL DEPARTMENT

GENERAL SPECIFICATIONS AND CONDITIONS,

DETAIL SPECIFICATIONS, CONSTRUCTION STANDARDS

FOR THE INSTALLATION OF STORM AND SANITARY SEWERS, DIVISION II

2.3.11 CAST IN PLACE MANHOLE

GENERAL

This interim specification for cast in place manholes is for use as an alternate for Type I manhole only. Cast in place manholes may be utilized only when specifically specified and conditionally approved for a particular project. The City of Fort Wayne reserves the right to deny or revoke conditional approval of cast in place manholes for particular projects. Unless noted otherwise, the typical section shall be the same as for City of Fort Wayne Type I manholes.

FORMS

The cast in place manhole must be monolithically poured into forms approved by the Water Pollution Control Engineering Department. Should the forms desired to be used already have been approved by the Water Pollution Control Engineering Department, the engineer, owner, or contractor will only be required to submit in writing the referenced approved forms to be used. Forms shall not be removed for a period of 4 hours after the concrete has been poured.

CONCRETE REQUIREMENTS

The required strength of all concrete shall be 4000 psi at 28 days. Maximum slump shall be four (4) inches. Entrained air shall be no less than four (4) percent nor more than five (5) percent. The 1978 edition of the Indiana State Highway Standard Specifications must be adhered to for the following items:

Item	Applicable Section (ISHSS)
Materials	702.03
Shipping and Storage	702.04
Proportioning	702.05
Batching	702.06
Mixing	702.07
Mixing at Site of Work	702.08
Ready Mixed Concrete	702.09
Cold Weather Concrete	702.10
Placing Concrete	702.19
Curing Concrete	702.21

All concrete shall be Class "A" in accordance with ISHSS 702.01. Only membrane forming curing compound shall be used. This curing compound shall be applied only to the outside of the manhole wall.

BACKFILLING

The trench shall be dry at all times during installation and for at least 24 hours after the concrete has been poured. The trench may be backfilled to 50% of the depth of the manhole 24 hours after form removal. The trench shall not be filled completely until at least seven days after the concrete has been poured or until the concrete has reached a strength of 3000 psi. The monolithic manhole shall be backfilled to the same level simultaneously all around. A granular backfill material shall be placed adjacent to the manhole.

CONCRETE TESTING

At the engineers option, test performed on the concrete shall include, but not be limited to the following:

Test for compressive strength of cylindrical concrete specimens in accordance with ASTM method #6 39-72.

Test for slump of Portland Cement Concrete in accordance with ASTM method #C 143-74.

Test for air content of freshly mixed concrete by the pressure method in accordance with ASTM method #C 231-75.

Test for compressive strength utilizing a Schmidt hammer. The manhole will be impacted with the hammer at 12 random points along the outside face of the manhole. The highest and lowest reading will be disregarded and the other 10 averaged to yield the compressive strength of the concrete.

Failure to meet any of the above described tests will necessitate the removal of the concrete mix from the jobsite and/or the replacement of manholes already constructed.

BASE

The base shall be cast monolithically with the rest of the manhole. The invert and flow channel shall be formed during or immediately after the placing of the concrete and brush-finished as soon as the concrete has sufficiently set. The concrete must set for 24 hours before any pipe inside of the manhole is trimmed.

The base concrete shall be 4000 psi, maximum slump 4", vibrated or tamped on undisturbed bearing. The base shall have a mninmum diameter 8" greater than the outside diameter of the manhole, and a minimum thickness including the area under the pipe as follows:

DEPTH OF MANHOLE	THICKNESS OF MANHOLE BASE
0 to 8'	8"
8' to 12'	10"
12' and above	12"

INVERT

The invert shall be in accordance with the City of Fort Wayne Standard detail drawing for invert.

All invert channels shall be smooth and accurately shaped to a semi-circular bottom conforming to the inside of the adjacent sewer section. Inverts shall be formed directly in the concrete of the manhole base or may be constructed by laying full section sewer pipe straight through the manhole and breaking out the top half after the base is constructed. Inverts shall extend up at least half of the diameter of the pipe. Changes in the direction of the sewer and entering branches shall have a true curve of as large a radius as the size of the manhole will permit. Where the pipe is laid through the manhole, the invert shall be finished to ¼" below the center of the pipe. The pipe shall be trimmed down to ¼" below the surface of the invert, and the edges of the pipe along the invert and at the walls of the manhole shall be plastered and brush-finished. Plaster shall be 2 parts of masonry sand to 1 part of Portland cement. No water or sewage will be allowed to flow through the invert for a period of 2 hours after the invert is poured.

STEPS

Only City of Fort Wayne approved steps shall be utilized. Steps shall be placed as the manhole is poured. Manhole steps will be at 15" on center. In general, steps will be located 90 degrees from the direction of the flow of the manhole and will not be over or opposite a major pipe.

MANHOLE BARREL SECTION

The vertical forms, wall spacers, steps and placing cone must be carefully positioned and firmly clamped in place before any concrete placement is made. The wall spacers must be located 90 degrees from each other. The manhole shall be cast of 4000 psi concrete with a maximum slump of 4". The first placement shall consist of approximately ½ yard of concrete deposited evenly around the walls and vibrated until there is a minimum slope of 60 degrees from the bottom of the forms to the bearing surface both inside and outside of the manhole. When this is complete and before additional concrete is added, the concrete must be carefully vibrated on each side of the pipe. Additional concrete must be deposited in evenly distributed layers of about 18" with each layer vibrated to bond it to the preceeding layer. The wall spacers must be raised as the placements are made with the area from which the spacer is withdrawn being carefully vibrated.

Form marks and offsets up to 1" will be permitted on the outside surface of the manhole. Form marks and offsets up to ½" will be permitted inside of the manhole. All offsets on the inside surface of the manhole will be smoothed and plastered so there is no projection or irregularity capable of scratching a worker or catching and holding water or solid materials. Honeycomb will be plastered with a mortar consisting of 3 parts of masonry sand to 1 part of Portland cement immediately upon removal of the forms. Wall thickness shall be 6" uniform width from the invert of the manhole to the top. The maximum depth for a cast in place shall be 20 feet.

COLD JOINTS

Should a cold joint become necessary, a formed groove and reinforcing dowels (#5 bars 36 inches long at 12 inch centers) will be required in the top of the first placement for shear protection. Immediately before the second placement is made, the surface of the cold joint shall be thoroughly cleaned and wetted with a layer of mortar being deposited on the surface.

CAP

The cap of the manhole shall be poured monolithically with the barrel section and be an eccentric cone with the vertical side being flush with the inside face of the barrel section. The casting shall not be cast into the cap section of the manhole.

RISER RINGS

A maximum of 18" of riser rings shall be utilized. Within the right-of-way for unimproved streets, a minimum of 12" of riser rings shall be used.

Recommended for approval Philip R. Boller
Philip R. Boller, P.E.
Chief Water Pollution Control Engineer
Oct. 17, 1978
Date

Approved this 23 day of October, 1978.

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott, Member

Attest:

Ursula Miller
Ursula Miller, Clerk

Memorandum

To BOARD OF PUBLIC WORKS Date OCTOBER 18, 1978

From PHILIP R. BOLLER, P.E., CHIEF W.P.C. ENGINEER

Subject APPROVAL OF AN INTERIM SPECIFICATION

COPIES TO:

OCT 1 3 1978

Attached you will find our final draft of an "Interim Specification" for the construction of a "Cast-In-Place Manhole" in the sanitary sewer system of the City of Fort Wayne.

At this time we recommend the Board's concurrence of the use of this specification by the Fort Wayne Water Pollution Control Department by its execution provided on page 4.

Respectfully,

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/eg
Attachment

66-212-25
10/23/78

66-208-20 H.I
10/18/78

EMERGENCY RESOLUTION NO. 66-208-20

WHEREAS, a water main break occurred in front of 2409 Springfield causing a large amount of cement to be in need of replacement; and

WHEREAS, due to heavy traffic, including use as a bus route, said pavement should be replaced immediately; and

WHEREAS, Water Engineering cannot make said repairs at this time; and

WHEREAS, Street Engineering obtained bids from L. W. Dailey, Inc. in the amount of $6,944; Carrington in amount of $6,709.25 and John Dehner, Inc. in the amount of $6,249.50:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair this pavement immediately and orders City Utilities Water Maintenance to issue a Purchase Order to John Dehner, Inc. in the amount of $6,249.50 to perform said work.

Approved and adopted this October 18, 1978.

A true copy is incorporated herein.

Edward W. LaMar

Mary J. Decker

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

66-205-28 H.I.
10/16/78

RESOLUTION ADOPTED BY THE
BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
OCTOBER 16, 1978

The Chairman then stated that Indiana Franklin Realty, Inc. had requested that the City grant, to it, an assignable Perpetual Easement in parts of Washington Boulevard, Calhoun Street and the east-west alley which lies between Wayne Street and Washington Boulevard in Fort Wayne, Indiana so that it can construct part of the footings of One Summit Square in those public rights-of-way. He then presented to the Board a form of Perpetual Easement drafted for that purpose and reported that Larry J. Burke, Associate City Attorney, had reviewed the form and had approved it as to form and legality. He also reported that Thomas Manny, the City Traffic Engineer, had reviewed the legal description which is Exhibit "A" to the Perpetual Easement and had no objections thereto. After discussion, and upon motion duly made by the Chairman, seconded and unanimously carried, the following resolution was adopted:

> RESOLVED, That the City of Fort Wayne, Indiana grant to Indiana Franklin Realty, Inc., a perpetual easement in the parts of Washington Boulevard, Calhoun Street and the east-west alley which lies between Wayne Street and Washington Boulevard, all as described in Exhibit "A" to the form of Perpetual Easement which was presented to and is now approved by this Board and that all Members of this Board of Public Works be, and they hereby are, authorized and directed to execute, acknowledge and deliver the said Perpetual Easement.

WHEREAS, Grantee desires a perpetual subsurface easement to construct and maintain Footings under the Public Rights of Way in the locations described in Exhibit "A" hereto and Grantor is willing to grant such an easement unto Grantee;

205-28 H.I
10/16/78

PERPETUAL EASEMENT

THIS AGREEMENT, made this 16th day of October, 1978 by and between the CITY OF FORT WAYNE, INDIANA acting by and through its Mayor and Board of Public Works, (hereinafter called the "Grantor"), and INDIANA FRANKLIN REALTY, INC., an Indiana corporation, having its principal office in Fort Wayne, Allen County, Indiana, (hereinafter called the "Grantee"),

WITNESSETH:

WHEREAS, Grantee and Peoples Trust Bank, an Indiana banking corporation, having its principal office in Fort Wayne, Allen County, Indiana, are causing a multi-storied office building to be known as One Summit Square (hereinafter called "The Building") to be constructed on the following described real estate in Fort Wayne, Allen County, Indiana, to-wit:

> Lots 190, 189, 188, 187 and 186, except for the east five (5) feet thereof, and the vacated alley adjacent to and between said lots 187 and 188, all in the Original Plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof, recorded in the Office of the Recorder of Allen County, Indiana,

(hereinafter referred to as "Grantee's Real Estate"); and

WHEREAS, certain subsurface footings (hereinafter referred to as "Footings") for The Building encroach under the surface of portions of the adjacent public rights of way commonly known as Calhoun Street, Washington Boulevard and the east-west alley between Wayne Street and Washington Boulevard (hereinafter referred to as "Public Rights of Way"); and

WHEREAS, Grantee desires a perpetual subsurface easement to construct and maintain Footings under the Public Rights of Way in the locations described in Exhibit "A" hereto and Grantor is willing to grant such an easement unto Grantee;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) cash, receipt of which is hereby acknowledged, the mutual benefits to be derived by the parties hereto from the construction of One Summit Square, the faithful performance of the terms and conditions hereof by the parties hereto and other good and valuable consideration, the parties covenant and agree as follows:

1. Grantor does hereby give and grant unto Grantee, its successors and assigns, a perpetual easement to construct, maintain, replace and remove the Footings in, under and along the parts of the Public Rights of Way described in Exhibit "A" hereto.

2. The top of the Footings located in the Public Rights of Way shall be constructed and maintained at a top elevation of 751'-10" in Calhoun Street, 754'-0" in Washington Boulevard and from 746'-6" to 751'-10" in the said public alley, all elevations being above the mean sea level. Grantee shall bear the entire cost and expense of constructing, reconstructing, maintaining, replacing and removing the Footings under the Public Rights of Way.

3. Upon completion of any construction, maintenance or other activity in connection with the Footings, Grantee shall restore the surface of the Public Rights Of Way to the same general condition as existed thereon immediately prior to such act.

4. Grantor reserves unto itself, its successors and assigns and the general public, the right to use the surface and other parts of the Public Rights of Way in which an Easement is hereby granted for street, sidewalk, utility and any other public purposes not inconsistent with the purpose for which this easement was granted.

5. Grantor also grants unto Grantee, its successors and assigns, a temporary easement, from time to time, in such additional parts of the said Public Rights of Way as it may need to construct, maintain, replace and remove the Footings.

This agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by the undersigned on the date first written above.

CITY OF FORT WAYNE, INDIANA
ACTING BY AND THROUGH ITS MAYOR AND
BOARD OF PUBLIC WORKS

Robert E. Armstrong
(Robert E. Armstrong)
Mayor

By Henry P. Wehrenberg
(Henry P. Wehrenberg) Chairman

By Ethel H. LaMar
(Ethel H. LaMar) Member

By Max G. Scott
(Max G. Scott) Member

ATTEST:
Ursula Miller
(Ursula Miller) Clerk

Approved for form and legality. Larry J. Burke, Assistant City Attorney

INDIANA FRANKLIN REALTY, INC.

By William A. Black

ATTEST:
C. Lynch

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known by me to be all of the members of the Board of Public Works of the City of Fort Wayne, Indiana, and Robert E. Armstrong, Mayor of the City of Fort Wayne, Indiana,

and Ursula Miller, Clerk of said Board, who executed the foregoing instrument and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, members and Clerk, respectively, of the Board of Public Works and that the same is their free act and deed as such members and Clerk and the free act and deed of said City, and that they were duly authorized thereunto by resolution duly adopted by said Board. In Witness Whereof, I have hereunto set my hand and official seal this 16th day of October, 1978.

Anne J. Fox
Notary Public

I am a resident of Allen County and my commission expires: 3/6/80

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William A. Black and C. L. Mast, to me known and known by me to be the persons who as Vice President and Assistant Secretary respectively, of Indiana Franklin Realty, Inc., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of the corporation as such officers, respectively, and that the same is their free act and deed as such officers, respectively, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 19 day of October, 1978.

Phyllis E. Buchan
Notary Public

I am a resident of ~~Allen~~ Kosciusko County and my commission expires:

April 27, 1982

This instrument prepared by William P. Fagan of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Tower, Fort Wayne, Indiana 46802.

EXHIBIT "A" TO PERPETUAL EASEMENT
FROM THE CITY OF FORT WAYNE,
INDIANA TO INDIANA FRANKLIN REALTY, INC.
DATED OCTOBER 16, 1978

The part of the public right-of-way known as Calhoun Street in the City of Fort Wayne, Allen County, Indiana, in which the attached and foregoing Perpetual Easement has been granted is described as follows:

> Commencing at a point on the west property line of Lot 190 of the original plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof recorded in the Office of the Recorder of Allen County, Indiana, which point is ten feet eleven and three-quarter inches north of the southwest corner thereof; thence west a distance of one foot to a point in the public right-of-way known as Calhoun Street; thence in a northerly direction parallel with and constantly one foot west of the said west line of the said Lot 190, a distace of thirty-four feet four inches; thence west a distance of seven inches; thence in a northerly direction and parallel with the west line of said Lot 190 and constantly a distance of one foot seven inches west thereof, a distance of six feet; thence east a distance of seven inches; thence in a northerly direction parallel to and constantly one foot west of the said west line of the said Lot 190 a distance of twenty-eight feet six and one-quarter inches; thence west further into the public right-of-way known as Calhoun Street a distance of six feet six inches; thence in a northerly direction and parallel to the west line of the said Lot 190 and constantly a distance of seven feet six inches therefrom, a distance of seventy feet two inches to a point which is in the public right-of-way known as Calhoun Street and

PROJECT

JOB FOR: WM. P. FAGAN

1"=50'
6-27-78

JOHN R. DONOVAN

the public right-of-way which is an east-west alley lying between Washington Boulevard and Wayne Street, one foot north and seven feet six inches west of the northwest corner of the said Lot 190, thence in an easterly direction a distance of seven feet six inches to a point which is one foot north of the northwest corner of said Lot 190; thence in a southerly direction along the west line of the said Lot 190 projected northward, and along the said west line a distance of one hundred forty feet one-quarter inch to the place of beginning.

The parts of the public right-of-way which is an east-west alley lying between Washington Boulevard and Wayne Street in the City of Fort Wayne, Allen County, Indiana in which the attached and foregoing Perpetual Easement has been granted is described as follows:

Commencing at a point which is one foot north of the northwest corner of Lot 190 of the original plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof recorded in the Office of the Recorder of Allen County, Indiana; thence in an easterly direction parallel to and constantly one foot north of the north line of the said Lot 190 and part of the north line of Lot 189 of the said plat, a distance of seventy-two feet; thence south a distance of one foot to a point on the north line of Lot 189 of the said plat; thence in a westerly direction along the north line of the said Lot 189 and 190 to the northwest corner of the said Lot 190; thence in a northerly direction a distance of one foot to the place of beginning

and

Commencing at a point on the north line of Lot 189 of the original plat of the Town (now City) of Fort Wayne, Indiana, according to

PROJECT

JOB FOR: WM. P. FAGAN

1"=50'
6-27-78

JOHN R. DONOVAN

the plat thereof recorded in the Office of the Recorder of Allen County, Indiana which is located eighty-nine feet six inches east of the northwest corner of Lot 190 of the said plat; thence in a northerly direction in the public right-of-way of the alley, a distance of one foot; thence in an easterly direction parallel to and constantly one foot north of the north line of the said Lot 189 and Lot 188 of the said plat, a distance of seventy-five feet; thence in a southerly direction a distance of one foot to the north line of the said Lot 188; thence in a westerly direction along the north line of the said Lot 188 and 189 to the place of beginning.

The part of the public right-of-way known as Washington Boulevard in the City of Fort Wayne, Allen County, Indiana, in which the attached and foregoing Perpetual Easement has been granted is described as follows:

Commencing at a point on the south line of Lot 189 of the original plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof, as recorded in the Office of the Recorder of Allen County, Indiana which is one hundred eight feet six and one-half inches east of the southwest corner of Lot 190 of the said addition; thence in a southerly direction into the public right-of-way known as Washington Boulevard a distance of one foot; thence in an easterly direction parallel to and constantly one foot south of the south line of the said Lot 189, and Lots 188 187 and 186 of the said plat, a distance of one hundred forty-four feet three and one-half inches to a point; thence in a northerly direction a distance of one foot to the south line of said Lot 186 of the said plat; thence in a westerly direction along the south line of said Lots 186, 187, 188 and 189 of the said plat to the point of beginning.

PROJECT

JOB FOR: WM. P. FAGAN

1"=50'
6-27-78

JOHN R. DONOVAN

Ursula

Here is the Summit Square easement. It is OK with me if it is OK with the Board. There is a neg correction on description as marked on top sheet.

Call Bell Fagan and tell him it OK & they can proceed

JOJ.

Please see drawing & location. Is there any problem?

OCT 17

PROJECT

JOB FOR: WM. P. FAGAN

1"=50'
6-27-78

JOHN R. DONOVAN

Larry

Please notice the change on page 2 of the legal description. The part shaded in blue on the attached drawing is where we want and need the easement.

Thanks

Bill

JOHN R. DONOVAN

the public right-of-way which is an east-west alley lying between Washington Boulevard and Wayne Street, one foot north and seven feet six inches west of the northwest corner of the said Lot 190, thence in an easterly direction a distance of seven feet six inches to a point which is one foot north of the northwest corner of said Lot 190; thence in a southerly direction along the west line of the said Lot 190 a distance of one hundred forty feet one-quarter inch to the place of beginning.

The parts of the public right-of-way which is an east-west alley lying between Washington Boulevard and Wayne Street in the City of Fort Wayne, Allen County, Indiana in which the attached and foregoing Perpetual Easement has been granted is described as follows:

Commencing at a point which is one foot north of the northwest corner of Lot 190 of the original plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof recorded in the Office of the Recorder of Allen County, Indiana; thence in an easterly direction parallel to and constantly one foot north of the north line of the said Lot 190 and part of the north line of Lot 189 of the said plat, a distance of seventy-two feet; thence south a distance of one foot to a point on the north line of Lot 189 of the said plat; thence in a westerly direction along the north line of the said Lot 189 and 190 to the northwest corner of the said Lot 190; thence in a northerly direction a distance of one foot to the place of beginning

and

Commencing at a point on the north line of Lot 189 of the original plat of the Town (now City) of Fort Wayne, Indiana, according to

PROJECT

JOB FOR: WM. P. FAGAN

1"=50'
6-27-78

JOHN R. DONOVAN

4

CERTIFICATE OF SURVEY

OFFICE OF:

JOHN R. DONOVAN

REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA

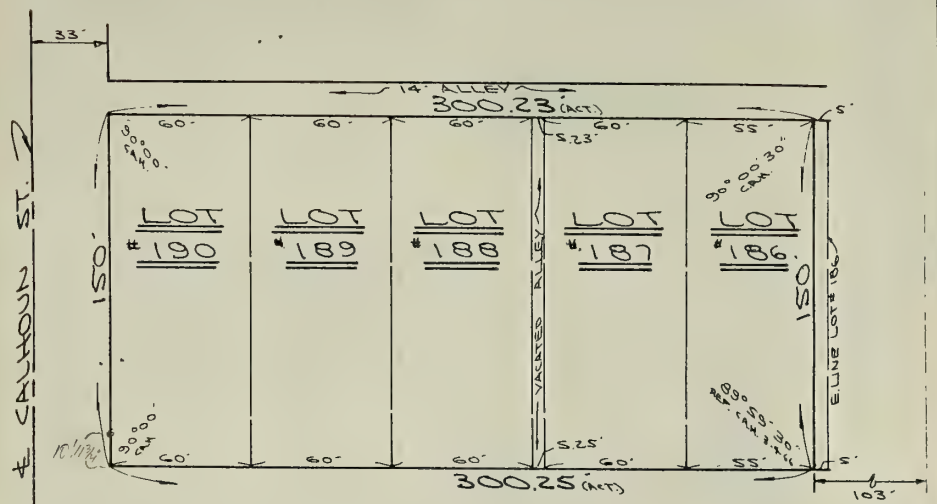
REGISTERED LAND SURVEYOR No. 9921 INDIANA

FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, ALLEN County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: Lot #190, Lot #189, Lot #188, Lot #187 and Lot #186 except the East 5 feet, together with vacated alley in the Original Plat of Fort Wayne, Indiana as recorded in the plat thereoe in the Office of the Recorder of Allen County, Indiana.



WASHINGTON BLVD.

6GR/W

NOTE: According to the FIA Flood Hazard Boundary Maps, the above described real estate is not located in a flood hazard area.

PROJECT

JOB FOR: WM. P. FAGAN

1"=50'

6-27-78

JOHN R. DONOVAN

4

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

CERTIFICATION

I, Ursula Miller, Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, do hereby certify that the attached Resolution is a true and complete copy of the Resolution adopted by said Board on Monday, October 16, 1978 and recorded in Board of Works Minute Record Book 66, Page 205, Item 28.

Ursula Miller

URSULA MILLER, Clerk

STATE OF INDIANA, COUNTY OF ALLEN SS:

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said county and state.

WITNESS my hand and notarial seal this 20 day of October, 1978.

Anne J. Fox

ANNE J. FOX, Notary Public

Resident of Allen County, Indiana

My commission expires: 3/6/80

AN EQUAL OPPORTUNITY EMPLOYER

66-205-2

RESOLUTION ADOPTED BY THE
BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
OCTOBER 16, 1978

The Chairman then stated that Indiana Franklin Realty, Inc. had requested that the City grant, to it, an assignable Perpetual Easement in parts of Washington Boulevard, Calhoun Street and the east-west alley which lies between Wayne Street and Washington Boulevard in Fort Wayne, Indiana so that it can construct part of the footings of One Summit Square in those public rights-of-way. He then presented to the Board a form of Perpetual Easement drafted for that purpose and reported that Larry J. Burke, Associate City Attorney, had reviewed the form and had approved it as to form and legality. He also reported that Thomas Manny, the City Traffic Engineer, had reviewed the legal description which is Exhibit "A" to the Perpetual Easement and had no objections thereto. After discussion, and upon motion duly made by the Chairman, seconded and unanimously carried, the following resolution was adopted:

> RESOLVED, That the City of Fort Wayne, Indiana grant to Indiana Franklin Realty, Inc., a perpetual easement in the parts of Washington Boulevard, Calhoun Street and the east-west alley which lies between Wayne Street and Washington Boulevard, all as described in Exhibit "A" to the form of Perpetual Easement which was presented to and is now approved by this Board and that all Members of this Board of Public Works be, and they hereby are, authorized and directed to execute, acknowledge and deliver the said Perpetual Easement.

WHEREAS, Grantee desires a perpetual subsurface easement to construct and maintain Footings under the Public Rights of Way in the locations described in Exhibit "A" hereto and Grantor is willing to grant such an easement unto Grantee;

Council 11/14/78

DULY ENTERED FOR TAXATION
DEC 11 1978
Jean D. Uebelhoer
AUDITOR OF ALLEN COUNTY

66-203-14 H.I. 10/16/78
78- 39686
S-226-78

AGREEMENT FOR SEWER EXTENSION

INSTRUMENT L 12,305

THIS AGREEMENT made in triplicate this 16 day of October, 1978, by and between Michael W. Thomas, Morris Liechty and Zohrab K. Tazian, d/b/a LONGWOOD DEVELOPMENT, an Indiana General Partnership, being all of the partners, hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

LONGWOOD - SECTION 1

Line "A" - Beginning at an existing manhole over an existing 24" sanitary sewer, said manhole being situated 70 (plus or minus) feet East of the intersection of the right-of-way of White Hall Drive and the Southeast corner of Lot #69 in LONGWOOD, SECTION 1; thence Southwesterly, a distance of 310 feet to proposed Manhole #1, said manhole being situated on the corner of Lots #70 and #71 and the South right-of-way of White Hall Drive in LONGWOOD, SECTION 1; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 385 feet to proposed Manhole #2; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 260 feet to proposed Manhole #3; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 235 feet to proposed Manhole #4; thence Northeasterly, along the South right-of-way of White Hall Drive, a distance of 230 feet to proposed Manhole #5, said manhole being situated at the intersection of the South right-of-way of White Hall Drive and the Northwest right-of-way of White Hall Court in LONGWOOD, SECTION 1; thence Southwesterly, along the Northwest right-of-way of White Hall Court, a distance of 150 feet terminating at proposed Cleanout #1, said cleanout being situated on the right-of-way of White Hall Court and approximately 10 feet North of the Southeast corner of Lot #12 in LONGWOOD, SECTION 1.

Line "B" - Beginning at proposed Manhole #2, said manhole being situated at the intersection of the South right-of-way of White Hall Drive and the West right-of-way of Longwood Drive in LONGWOOD, SECTION 1; thence Northerly along the West right-of-way of Longwood Drive, a distance of 240 feet terminating at proposed Manhole #7, said manhole being situated 10 feet North of the South corner of Lot #29 and on the right-of-way of Longwood Drive in LONGWOOD, SECTION 1.

Line "C" - Beginning at proposed Manhole #3, said manhole being situated on the corner of Lots #3 and #4 and the South right-of-way of White Hall Drive in LONGWOOD, SECTION 1; thence Northerly along the East right-of-way of Albermarle Court, a distance of 235 feet to proposed Manhole #6; thence Northeasterly, a

Ken 7061

distance of 150 feet terminating at proposed Cleanout #2, said cleanout being situated on the corner of Lots #23 and #24 and the right-of-way of Albemarle Court in LONGWOOD, SECTION 1.

Line "D" - Beginning at an existing manhole over an existing 24" sanitary sewer, said manhole being situated 60 (plus or minus) feet West and 10 (plus or minus) feet South of the East corner of Lot #44 in LONGWOOD, SECTION 1; thence Northeasterly, a distance of 170 feet to proposed Manhole #8, said manhole being situated 40 (plus or minus) feet South of the East corner of Lot #45 and on the West right-of-way of Longwood Drive in LONGWOOD, SECTION 1; thence Northerly, along the West right-of-way of Longwood Drive, a distance of 375 feet terminating at a proposed Manhole #9, in LONGWOOD, SECTION 1.

Line "E" - Beginning at proposed Manhole #8, said manhole being situated 40 (plus or minus) feet South of the East corner of Lot #45 and on the West right-of-way of Longwood Drive in LONGWOOD, SECTION 1; thence Southeasterly, along the Southerly right-of-way of Longwood Court, a distance of 290 feet to proposed Manhole #10; thence Easterly, along the South right-of-way of Longwood Court, a distance of 90 feet to proposed Manhole #11; thence Northeasterly, a distance of 345 feet terminating at proposed Manhole #11a, said manhole being situated on the North corner of Lot #53 in LONGWOOD, SECTION 1.

Line "F" - Beginning at an existing manhole over an existing 24" sanitary sewer, said manhole being situated 20 (plus or minus) feet South of the North corner of Lot #40 in LONGWOOD, SECTION 1; thence Southwesterly, along the Northwest line of Lot #40, a distance of 190 feet to proposed Manhole #12, said manhole being situated 15 (plus or minus) feet Northeast of the North corner of Lot #33 and on the Southerly right-of-way of Culpeper Court of LONGWOOD, SECTION 1; thence Northwesterly, along the Southerly right-of-way of Culpeper Court, a distance of 140 feet terminating at a proposed Cleanout #4, said cleanout being situated 25 (plus or minus) feet Southwest of the Southeast corner of Lot #36 and the right-of-way of Culpeper Court in LONGWOOD, SECTION 1.

Line "G" - Beginning at a proposed Manhole #12, said manhole being situated 15 (plus or minus) feet Northeast of the North corner of Lot #33 and on the Southerly right-of-way of Culpeper Court in LONGWOOD, SECTION 1; thence Southeasterly along the right-of-way of Culpeper Court, a distance of 320 feet to proposed Manhole #13; thence Southeasterly, a distance of 150 feet terminating at a proposed Cleanout #3, said cleanout being situated on the corner of Lots #62 and #63 and the South right-of-way of Longwood Drive in LONGWOOD, SECTION 1.

All sewers consist of 4265 ± L.F. of 8-inch E.S.C.P., ~~ABS Plastic Pipe~~, or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Controll Engineer of the City Utilities of the City, and known as LONGWOOD, SECTION 1, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as LONGWOOD.

> Part of the Fractional South Half of the Southwest Quarter, together with part of the South Half of the North Half of the Southwest Quarter, all in Section 35, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:
>
> Beginning at the Southwest corner of said Southwest Quarter; thence N 01°-29' W (deed bearing), on and along the West line of said Southwest Quarter, being also the centerline of Auburn Road, 1189.1 feet (recorded 1188.4 feet) to the Northwest corner of said Fractional South Half; thence N 89°-55' E, on and along the North line of said Fractional South Half, a distance of 255.0 feet; thence N 56°-32'-30" E, a distance of 454.3 feet to the East line of a certain 5.0 acre tract of land; thence N 01°-29' W, on and along said East line being parallel to said West line, 90.0 feet to the Northeast corner of said 5.0 acre tract; thence S 89°-55' W, on and along the North line of said 5.0 acre tract being parallel to the North line of said Fractional South Half, a distance of 340.5 feet to a point situated 300.0 feet East of said West line; thence N 01°-29' W and parallel to said West line,

323.45 feet to the North line of the South Half of the North Half of said Southwest Quarter at a point situated 300.0 feet, N 89°-50' E from the Northwest corner of said South Half; thence N 89°-50' E, on and along said North line, being also the South line of Northway Gardens Addition, a distance of 2364.1 feet to the Northeast corner of said South Half; thence S 01°-46' E, on and along the East line of said Southwest Quarter, being also the West right-of-way line of Interstate Highway #69, a distance of 667.1 feet to the Northeast corner of the Fractional South Half of said Southwest Quarter; thence S 89°-55' W, on and along the North line of said Fractional South Half, a distance of 571.0 feet to the Northwest corner of a 6.33 acre tract conveyed to Sun Oil Company by a deed recorded in Document # 70-13235 in the Office of the Recorder of Allen County, Indiana; thence S 00°-08'-30" E, on and along the West line of said 6.33 acre tract, a distance of 1082.0 feet (recorded 1081.0 feet) to the North right-of-way line of DuPont Road as established by a grant of right-of-way in Deed Record 580, Pages 474 and 475 in the Office of the Recorder of Allen County, Indiana; thence S 88°-21' W, on and along said North right-of-way line, 445.5 feet; thence S 01°-39' E, 50.0 feet to the South line of said Southwest Quarter; thence S 88°-21' W, on and along said South line, being also the centerline of DuPont Road, a distance of 1625.2 feet to the point of beginning, containing 89.545 acres of land, subject to legal right-of-way for Auburn Road and DuPont Road, as shown on Exhibit "A".

OF WHICH now is being platted LONGWOOD, SECTION 1, containing 35.363 acres more particularly described as follows:

Part of the Fractional South Half of the Southwest Quarter of Section 35, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at the Southwest corner of said Southwest Quarter; thence N 01°-29' W (deed bearing), on and along the West line of said Southwest Quarter, being also the centerline of Auburn Road, 330.0 feet; thence N 88°-31' E, 40.0 feet; thence N 62°-00' E, 350.0 feet; thence N 76°-00' E, 300.0 feet; thence N 46°-00' E, 235.0 feet; thence N 49°-00' W, 45.0 feet; thence N 35°-00' W, 235.0 feet; thence N 54°-00' E, 65.0 feet; thence N 39°-24' E, 219.4 feet to the centerline of an existing Indiana & Michigan Electric Company transmission line; thence S 52°-28' E, on and along the centerline of said transmission line, 480.0 feet; thence S 43°-30'-40" E, continuing along said transmission line centerline, 110.0 feet; thence N 42°-00' E, 110.0 feet; thence N 12°-00' E, 125.0 feet; thence S 78°-46'-20" E, 142.03 feet; thence S 84°-39' E, 50.0 feet; thence S 05°-21' W, 25.0 feet; thence S 67°-30' E, 190.0 feet; thence N 79°-35' E, 101.18 feet; thence N 89°-51'-30" E, 225.0 feet to the West line of a 6.33 acre tract conveyed to Sun Oil Company by a deed recorded in Document #70-13235 in the Office of the Recorder of Allen County, Indiana; thence S 00°-08'-30" E, on and along the West line of said 6.33 acre tract, a distance of 772.0 feet to the North right-of-way line of DuPont Road as established by a grant of right-of-way in Deed Record 580, Pages 474 and 475 in the Office of the Recorder of Allen County, Indiana; thence S 88°-21' W, on and along said North right-of-way line, 445.5 feet; thence S 01°-39' E, 50.0 feet to the South line of said Southwest Quarter; thence S 88°-21' W, on and along said South line, being also the centerline of DuPont Road, a distance of 1625.2 feet to the point of beginning, containing 35.363 acres of land, subject to legal right-of-way for Auburn Road and DuPont Road.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of $475.00 per acre must be paid to the City at the time of connection. Said charge to be based upon a net assessable area obtained by subtracting the street right-of-ways and the Community Area from the total area of LONGWOOD, SECTION 1. Should the Community Area ever be developed, then an area connection charge of $475.00 per acre based on developed area must be paid to the City at the time of connection. This area connection charge represents the oversizing costs expended by the City for the sanitary sewer, St. Joe Interceptor, Resolution # 61-140-11, that provides service to LONGWOOD, SECTION 1. As future sections are developed, the Developer agrees to pay all area connection charges due to the St. Joe Interceptor, Resolution # 61-140-11. Also, a local line charge which represents the pro-rata share of the cost of the extension of the St. Joe Interceptor, Resolution # 61-140-11, shall be paid at time of connection, the line charge to be determined by the City.

5. CHARGE AGAINST EXCESS AREA

The said sewer when constructed will serve additional or excess area noted as Parcel "A" as shown on the attached Exhibit "A". In the event any present or future owners of said exhibited excess area desires to use said sewer or any extension thereof, by direct tap or through the extension or connection of lateral lines to service such lands, City, through its duly constituted authorities before permitting such use shall require, a contract or assessment, as maybe appropriated, that such owner or owners of said excess area pay to City, in addition to the cost of the area connection charges of $475.00 per acre due St. Joe Interceptor, Resolution # 61-140-11 a tap-in fee of $2,365.00, which represents the pro-rata share of the sanitary sewer line extension built by the Developer

and paid by the City as shown in the attached Exhibit "A". The amount is based upon the actual cost of construction for the 8" sanitary sewer lateral #E from Station 5+25 to 7+25 and the cost of Manhole #11a.

6. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

7. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest of title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run

with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record any executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outsite the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

10. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

43 4

LONGWOOD DEVELOPMENT - a Partnership

Michael W. Thomas

Morris Liechty

Zohrab K. Tazian

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael W. Thomas, Morris Liechty and Zohrab K. Tazian, partners of LONGWOOD DEVELOPMENT, who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of September, 1978.

Deanna Faust - Notary Public

My Commission Expires:

10-11-81

Resident of Allen County, Indiana.

CITY OF FORT WAYNE, INDIANA

By: Robert Armstrong
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: _____
Henry P. Wehrenberg, Chairman

By: Ethel W. LaMar
Ethel H. LaMar, Member

By: Max G. Scott
Max G. Scott, Member

Approved as to form and legality:

Associate City Attorney

ATTEST:

Ursula Miller

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, ~~Henry P. Wehrenberg~~, Ethel H. LaMar and Max G. Scott, known to me to be the Mayor, the members of the Board of Works of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand and notarial seal this 16 day of October, 1978.

Anne J. Fox
Anne J. Fox - Notary Public

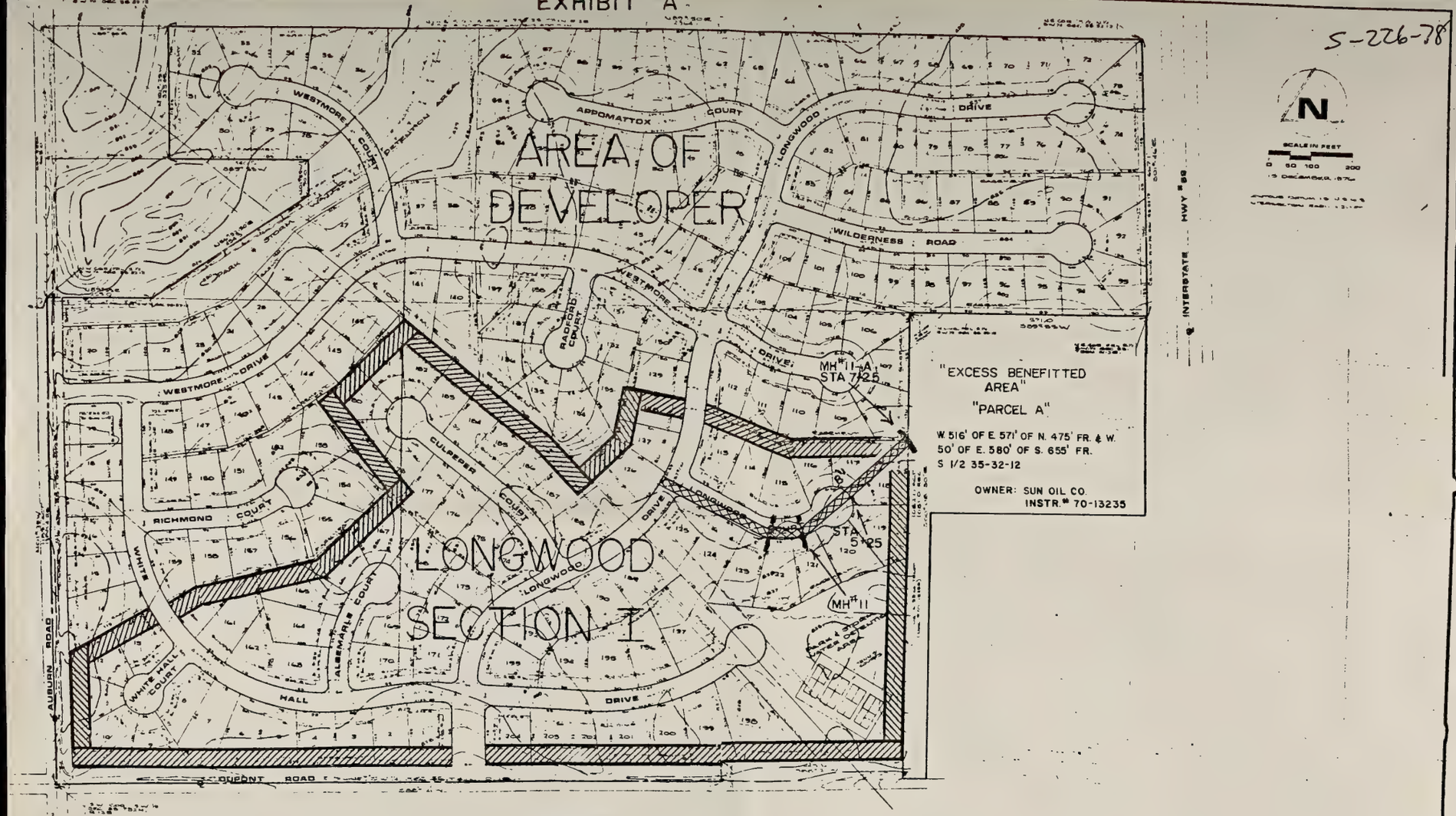
My Commission Expires:
3/6/80

Resident of Allen County, Indiana.

This instrument prepared by: Phillip Boller, Chief Water Pollution Control Engineer.

EXHIBIT "A"

S-226-78



PRELIMINARY PLAT
OF LONGWOOD

DEVELOPER:
PINE LANDS NORTH AMERICA
4823 LIMA ROAD FORT WAYNE, IND.

47

66-200-30 H.I.
10/11/78

EMERGENCY RESOLUTION NO. 66-200-30

WHEREAS, the completion date for Resolution No. 5775-76, East Central Phase II Contract was August 31, 1978; and

WHEREAS, only 40 - 50% of contract has been completed and incompletion of this contract has caused undue delay in scheduled paving of Division Street by L. W. Dailey, Inc. under Resolution No. 5756-77; and

WHEREAS, the Community Development and Planning and Street Engineering Departments have informed the Board of Public Works that an Emergency exists to complete this work during this construction season:

NOW, THEREFORE, the Board of Public Works hereby declares that an Emergency exists to complete this work during this construction season and directs the Street Engineering Department to prepare Change Orders for both contracts, adding the cost of construction of necessary curbs, sewer and drainage work to Resolution No. 5756-77 contract and deleting this from Resolution No. 5775-76 contract.

This Board further orders that the sidewalk construction remaining in Resolution No. 5775-76 contract be completed within ten days of this order.

Approved and adopted this 11th day of October, 1978.

Henry C. Wehenberg

Edward L. LaMar

Mary J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

66-191-24 H.I
10/4/78

50

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 22, 1978

Mr. George K. Erganian
Howard Needles Tammen Bergendoff
3333 Founders Lane
Indianapolis, Indiana 46268

Subject: Consulting Service Agreement
for Flood Damage

Dear Mr. Erganian:

The General Consulting Services Agreement dated May 31, 1978 submitted by your office to the Board of Public Works was sent to the Federal Disaster Assistance Administration for approval. This Agreement was disapproved by the FDAA with the recommendation that the City enter into a lump sum agreement with your firm. The work outlined in this Agreement is for repair of the damage caused by the flood in March of 1978. If you concur with this Agreement, please sign the copies, return one to the Board of Public Works and keep one for your files.

Services

Howard Needles Tammen Bergendoff (Engineer) shall perform the services necessary to repair the damage to the Water Pollution Control Plant caused by the flood in March of 1978. These services shall include site inspection and evaluation, design of repair work, preparation of necessary bid documents, evaluation of bids from contractors, assistance to the Board of Public Works (Owner) in awarding the bids, and inspection of the repair work.

The repair work is outlined in the attached Damage Survey Reports EPA 7, 12, and 13. This work includes the following:

1. Repair of the interconnecting channel between ponds 1 and 2.
2. Repair of the roadways and pond banks adjacent to the interconnecting channel.
3. Repair of the bar rack on the Baldwin Ditch at the Lake Avenue entrance to the ponds.
4. Repair of approximately fifty (50) feet of chain link fence.
5. Repair of the concrete slab and area adjacent to the slab on the west side of the Stormwater Station.
6. Repair of the wing walls at the overflow to the river from the Stormwater Station.

AN EQUAL OPPORTUNITY EMPLOYER

The engineering services shall be coordinated through the Office of the General Superintendent of City Utilities.

This Agreement in no way relieves the Engineer of any liability or responsibility for the integrity or adequacy of the original design and construction of the facilities repaired by this Agreement.

Fees

For the services provided, the Engineer shall be paid a lump sum fee of $7,372 (seven thousand, three hundred and seventy-two dollars). Fifty percent (50%) of the fee will be payable upon award of the contract(s) for the repair and the remaining fifty percent (50%) will be payable upon completion of the repair work. The Owner shall not be obligated to reimburse the Engineer for costs incurred in excess of the lump sum fee.

This Agreement shall be in effect from the date of acceptance until the repair work is completed.

Very truly yours,

BOARD OF PUBLIC WORKS

Attachment

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:
Ursula Miller
Clerk

Date

Accepted Howard Needles Tammen & Bergendoff Sept 29, 1978
by George K. Erganian, Partner

66-190-21 H.I.
10/4/78

STREET LIGHTING RESOLUTION NO. 133-78

West Central Phase III
Impact Area

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the West Central Phase III Impact Area, more specifically as Riedmiller Ave. from Taylor Street to Wall Street, Thompson Ave. from Taylor Street to Wall Street, Nelson Street from Stophlet Street to Wall Street, College Street from Stophlet Street to the Penn Central Railroad, Stophlet Street from Phenie Street to Broadway, Swinney Ave. from Phenie Street to Broadway, Wall Street from Riedmiller Ave. to College Street, Martin Street from Broadway Ave. to Hendricks Street, Hendricks Street from Martin Street to 1st alley west of Fairfield, Lavina Street from Broadway Ave. to Fairfield Ave., Brackenridge Street from Broadway Ave. to Fairfield Ave., Sturgis Street from Broadway Ave. to Fulton Street, Fulton Street from Brackenridge Street to Jefferson Street, all in accordance with the detailed drawing and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 4th day of October 1978.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Edward W. LaRose

Attest:
Ursula Miller
Clerk

Form 1929

66-190-20 H.I
10/4/78

Improvement Resolution

BUILDING DEMOLITION

No. 5822-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ demolish buildings and structures and clearing site at Police Garage at 324 East Berry Street. More particularly located on lot 64 and 5 feet from vacated alley in County Addition and lot 272 and 5 feet from vacated alley in Hanna Addition.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne.

Adopted, this 4th *day of* October, 1978

ATTEST:
Ursula Miller
Secretary and Clerk

BOARD OF PUBLIC WORKS:
Henry P. Wehrenberg
Edward W. LaMar

CALHOUN PRESS

66-188-8 10/4/78 H.I.

TURNBELL ENGINEERING CO., INC.
ROBERT C. TURNBELL, PRESIDENT
Professional Engineer, Indiana-Illinois-Ohio-Michigan
Structural Engineer, Illinois
Land Surveyor, Indiana
MARK L. STRONG, VICE PRESIDENT
(219) 422 4630
CONSULTING ENGINEERS AND SURVEYORS
LANDMARK BUILDING 519 TENNESSEE AVENUE FORT WAYNE, INDIANA 46805

TURNBELL-GREEN AND ASSOCIATES, INC.
KEITH E. SMITH, PRESIDENT
Land Surveyor, Indiana, Ohio
MARK L. STRONG, VICE PRESIDENT
Professional Engineer, Indiana
Land Surveyor, Indiana

August 31, 1978

(See 64-244-14) H.I

SEP 1 1978

Mr. Kenneth N. Traylor, P.E.
Chief Street Engineer
City County Building
One Main Street
Fort Wayne, IN 46802

Subject: Group 2, Phase I Railroad Crossings
Anthony Blvd. - Norfolk & Western (Former NKP)
Anthony Blvd. - Norfolk & Western (Former Wabash)
~~Anthony~~ Blvd. - Norfolk & Western (Former Wabash)
Agreement dated June 1, 1977

Dear Mr. Traylor:

We have your letter of August 17, 1978, addressed to Mr. Turnbell, authorizing us to proceed with preliminary plans on above noted crossings. Accordingly, our survey work in this connection was started several days ago and is being vigorously pursued.

In the agreement dated June 1, 1977, ARTICLE 6 - THE ENGINEER'S COMPENSATION FOR SERVICES requires that for Group 2 and subsequent groups certain maximum amounts be established for:

Phase IV - Resident Engineer and Inspector
Phase V - Construction Engineering
Section E - Engineer's Maximum Compensation

We have prepared approximate estimates for Agreement purposes, which we believe to be reasonably accurate within the limits imposed by lack of final plans.

Accordingly, we propose that the following maximum amounts be adopted for the Group 2 crossings:

Phase IV - Resident Engineer and Inspector.....$11,800.00
Phase V - Construction Engineering..... 5,100.00
Section E - Engineer's Maximum Compensation-
The Engineer's Estimated Construction Cost and maximum amount from which the Engineer's Compensation shall be computed for Phases I, II, and III shall be as follows:

GROUP NO. 2.....465,400.00

All other terms and conditions of the Agreement dated June 1, 1977, shall remain unchanged.

Mr. Robert C. Turnbell will continue as Project Engineer as named in the Agreement dated June 1, 1977, and has complete authority in all matters relating to this project.

We shall look forward to your early favorable reply.

Very truly yours,

TURNBELL-GREEN AND ASSOCIATES, INC.

Keith E. Smith

KES/RCT/nn

5

Memorandum

To Board of Works

Date September 29, 1978

From Kenneth N. Traylor

Subject Group 2, Phase I Railroad Crossings
Anthony Blvd. - Norfolk & Western (Former NKP)
" " - Norfolk & Western (Former Wabash)
Ardmore Ave. - Norfolk & Western (Former Wabash
Agreement dated June 1, 1977

COPIES TO:

H. Biggs

BOARD OF PUBLIC WORKS
RECEIVED
OCT - 3 1978

NOTED
☐ H.P.W.
E.H.L.
☐ M.G.S.
Date

Turnbell-Green & Assoc., Inc. has submitted the attached letter to the City of Fort Wayne outlining the proposed maximum fees for Phase IV and Phase V and engineer's estimate for the three railroad crossing construction work. This procedure is in accordance with agreement dated June 1, 1977.

For the Board's benefit, comparison cost on Group 1, Phase IV was $10,500.00 and Phase V was $4,500.00. As noted in Turnbell-Green's letter, all other terms and conditions of the agreement remain unchanged.

I recommend these fee figures be approved. The Phase IV and Phase V maximum figures really do not mean too much because the City of Fort Wayne Street Engineering Department normally handle these phases of work.

Kenneth N. Traylor

KNT:ms

Att.

APPROVED
Board of Public Works

66-

NOTED 78- 35537 S-190-78 66-185-8 HI 4
10/24/78 10/2/78
H.P.W.
E.H.L.
M.G.S.
Date

BOARD OF PUBLIC WORKS
RECEIVED
SEP 1 1978

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 2 day of October, 1978, by and between Clarence R. Hewes, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Line "A" - Beginning at an existing manhole #1 to be constructed over an existing 10" sanitary sewer, said manhole being situated 35 (plus or minus) feet North and 25 (plus or minus) feet East of the centerline intersection of Heine Drive and Planeview Drive; thence Easterly parallel to Heine Drive a distance of 335 feet to proposed manhole #2, said manhole being situated 35 (plus or minus) feet North and 40 (plus or minus) feet West of the centerline intersection of Heine Drive and Industrial Road; thence Northeasterly a distance of 150 feet to proposed manhole #3; thence Northerly along the East right-of-way of Industrial Road, a distance of 205 feet to proposed manhole #4; thence Northerly along the East right-of-way of Industrial Road, a distance of 315 feet to proposed manhole #5, said manhole being situated 570 (plus or minus) feet North and 340 (plus or minus) feet East of the centerline intersection of Heine Drive and Industrial Road; thence Northeasterly, along the right-of-way of Industrial Road, a distance of 220 feet terminating at a proposed manhole #6.

1978 NOV -3 PM 2:27
ALLEN COUNTY RECORDER

Line "B" - Beginning at a proposed manhole #5, said manhole being situated 570 (plus or minus) feet North and 340 (plus or minus) feet East of the centerline intersection of Heine Drive and Industrial Road; thence Easterly a distance of 190 feet terminating at a proposed manhole #7.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Hewes Industrial Court Offsite Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining

DULY ENTERED FOR TAXATION
NOV - 3 1978
Jean D. Yebelhoer
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 10,841 11.50 cash

Call Nbr 7061

WHEREAS, the cost of construction of said sewer is represented to be $30,355.75 composed of $27,855.75 for construction costs and $2,500.00 for consultant engineering.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

> A part of the East Half of the Northwest Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, lying West of and adjacent to the Lake Shore & Michigan South Railroad, now known as New York Central Railroad, more particularly described as follows:
>
> Commencing at the intersection of the North line of said Northwest Quarter of Section 23, Township 31 North, Range 12 East and the West line of said railroad; thence South along the West right-of-way of said railroad, 658 feet to a point; thence N 89°-33' W, a distance of 594.0 feet to a point; thence N 33°-18' E, a distance of 118.8 feet to a point; thence N 39°-29' E, a distance of 288.01 feet to a point; thence on a curve to the left with a radius of 572.96 feet, a distance of 190 feet to a point; thence N 20°-29' E, a distance of 180.74 feet to a point on the North line of said Northwest Quarter of Section 23; thence S 89°-31' E, a distance of 188 feet to the point of beginning.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof,

by the present or future owners of said aforedescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to City sewer main.

An area connection charge of $300.00 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforedescribed which is served by the herein described sanitary sewer. The area connection charge represents the oversizing cost expended by CITY for sewer lines in Merchandise Place, Interstate Industrial Park and Spy Run Interceptor.

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the costs of standard tap-in and inspection fees, the sum of $0.101380 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER.

An area connection charge of $300.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines in Merchandise Place, Interstate Industrial Park and Spy Run Interceptor.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer, said bond

to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein.

The DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchase, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided. Any owner or owners of which is now, or hereafter, located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

CORPORATE SECRETARY:
LUCILLE A. HEWES

Attest Lucille A. Hewes

DEVELOPER: CLARENCE R. HEWES

By C. R. Hewes Jr.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Clarence R. Hewes, by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of August, 1978.

Deanna Faust

Notary Public - Deanna Faust
Resident of Allen County

My Commission Expires:

10-11-81

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar
Ethel H. LaMar, Member

By _____
Max G. Scott, Member

APPROVED AS TO FORM AND LEGALITY

Tom J. Butler
City Attorney

ATTEST Ursula Miller

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, and ~~Max G. Scott~~, known to me to be the Mayor, the Members of the Board of Public Works, said Board of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand an notarial seal 2 day of October, 1978.

Anne J. Fox
Notary Public ANNE J. FOX
Resident of Allen County, Ind.

My Commission Expires:
3/6/80

This instrument prepared by Philip R. Boller, Chief Water Pollution Control Engineer.

EXHIBIT "A"

1 BENEFITTED AREA	2 AREA IN SQ. FEET	3 PROPERTY OWNERS	4 LOCAL SEWER EXT COST PER SQ. FT.	5 LOCAL SEWER EXT COST PER P.O.	6 AREA CONNECTION FEES BASED ON TOTAL PROPERTY OWNED (@ $300.00/ACRE		7 PROJECT COST TOTALS PER PROPERT OWNER 5+6
196	54,220	ROBERT & DOULIA CHARTEAUX	$ .101380	$ 5,496.81	1.41 AC.	$ 423.00	$ 5,919.81
90	119,700	DEVELOPER: C.R HEWES	.101380	$ 12,135.17	4.07 AC.	$ 1,221.00	$ 13,356.17
70	95,450	ADVANCE REALTY CORP.	.101380	$ 9,676.70	5.032 AC.	$ 1,509.60	$ 11,186.30
102	30,056	A.H. HEILIE	.101380	$ 3,047.07	0.69 AC.	$ 207.00	$ 3,254.07

TOTAL = 299,426

TOTAL = $ 337,035

TOTAL LOCAL COST OF SEWER

CONSTRUCTION = $ 27,855.75
ENGINEERING = $ 2,500.00
TOTAL = $ 30,355.75

∴ LOCAL COST PER S.F. = $\frac{\$\ 30,355.75}{299,426} = \$\ .101380$

DULY ENTERED FOR TAXATION
NOV - 3 1978
Jean D. Uebelacker
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 10,841

PREPARED BY K. TAZIAN ASSOC. INC.

TOLERANCES (EXCEPT AS NOTED)	REVISIONS NO.	DATE	BY
DECIMAL ±	1		
FRACTIONAL ±	2		
ANGULAR ±	3		
	4		
	5		

HEWES INDUSTRIAL COURT
OFFSITE SALITARY SEWER

DRAWN BY	SCALE	MATERIAL
CHK'D	DATE	DRAWING NO.
TRACED	APP'D	

TELEDYNE POST 18AE-15E-18X24

66-183-31 H. I. 9/27/78

EMERGENCY FLOOD RESOLUTION NO. 66-183-31

WHEREAS, during the month of March the City of Fort Wayne suffered severe flood damage and was termed a National Disaster Area by United States Government; and

WHEREAS, the Consulting Engineers, Howard, Needles, Tammen Bergendoff, for the Water Pollution Control Plant Expansion were required to perform additional services; and

WHEREAS, the Federal Disaster Assistance Administration recommended that the City enter into a lump sum agreement:

NOW, THEREFORE, the Board of Public Works hereby declares that a Flood Emergency did exist, that said services are necessary to repair said flood damage and do hereby approve a Consulting Service Agreement with Howard, Needles, Tammen Bergendoff in the amount of $7,372.00.

Approved this 27th day of September, 1978.

Henry P. Wehrenberg
Ethel N. LaMar
Mary G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

66-181-22 H.I.
9/27/78

EMERGENCY FLOOD RESOLUTION NO. 66-181-22

WHEREAS, during the month of March the City of Fort Wayne suffered severe flood damage and was termed a National Disaster Area by the United States Government; and

WHEREAS, the contractors for Filtration Plant Expansion Contract 77-W-1 were required to do additional work in the amount of $23,327.50 which has been approved by the Federal Disaster Assistance Agency:

NOW, THEREFORE, the Board of Public Works hereby declares that a Flood Emergency did exist, that said work was necessary and hereby approve Change Order No. 4 in the amount of $23,327.50.

Approved this 27th day of September, 1978.

Henry P. Helmsberg
Edward N. Pittman
Mary A. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

59

66-181-19 H.I 9/27/78

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5820 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

BROADWAY - From the north property line of Berry Street to the south property line of Creighton Avenue.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 27 day of September, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

66-180-18 H.I
9/27/78

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5821 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

BROADWAY - From the south property line of Creighton Avenue to a point 151 ft. south of Rudisill Blvd.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 27 day of September, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

66-177-23 HI
S-192-78 9/25/78
10/24/78

AGREEMENT

THIS AGREEMENT, is made in duplicate this 25 day of Sept. 1978 by and between the City of Fort Wayne, Indiana, acting by and through its Mayor and Board of Public Works (hereinafter referred to as OWNER), and EcolSciences, Inc., Suite 201, 202 South Michigan Street, South Bend, Indiana, 46601, (hereinafter referred to as CONSULTANT), WITNESSETH, THAT;

WHEREAS, the OWNER is in need of the preparation of a Plan of Study (herein referred to as PROJECT) for the Combined Sewer Overflow Program in the City of Fort Wayne, Indiana, and;

WHEREAS, the OWNER desires to develop a Combined Sewer Overflow Program which will conform to the requirements set forth by the United States Environmental Protection Agency Program Requirement Memorandum PRM 75-34 (formerly identified as PG-65), and;

WHEREAS, there are Federal and State funds to assist in the financing municipal wastewater facilities and the OWNER intends to request said funds for planning, design, and construction of pollution control projects, and;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

a. Owner hereby employs Consultant to perform the services hereinafter prescribed and agrees to pay consultant the fee also hereinafter prescribed for the performance of such services;

b. Consultant hereby accepts such employment and agrees to perform such services for said fee;

c. All subject to the provisions and conditions of the Agreement as hereinafter set forth and prescribed.

ARTICLE I: THE CONSULTANT'S SERVICES

The CONSULTANT will prepare the PROJECT in accordance with his proposal labeled No. 79-03, and will assist the OWNER in the preparation of any grant amendment application on U.S. Environmental Protection Agency Grant No. C-180775-01.

ARTICLE II: DUTIES OF THE OWNER

The OWNER agrees to provide the CONSULTANT with complete information concerning the requirements of the project and to perform as follows:

a. Make available all prior studies, reports, etc., and all wastewater records pertaining to the water quality of the rivers, wastewater treatment facilities, etc.

b. Provide access to and make all provisions for the CONSULTANT to enter upon public lands as required to perform said work as surveys, testing, inspection, etc., in the development of the project.

c. Promptly hold all meetings required by the CONSULTANT to review the project, and inform the CONSULTANT of any additions, changes, or defects in the project.

ARTICLE III: SUBCONTRACTING

The CONSULTANT shall not assign this contract without the written consent of the OWNER. In addition, the CONSULTANT shall also obtain written authorization from the OWNER before subcontracting any work on this project to others, except those scientific experts routinely employed by the CONSULTANT in such projects.

ARTICLE IV: RECEIVERSHIP OR BANKRUPTCY OF CONSULTANT

If CONSULTANT goes into receivership (even tho not voluntart) or bankruptcy, regardless of by whom petitioned, including any of the reorganization chapters of the Federal Bankruptcy Act, Owner shall have the right to terminate this Agreement upon written notice thereon to CONSULTANT and shall be obligated to pay CONSULTANT only that proportion of the amount prescribed in Paragraph 5 below, as the work then completed by CONSULTANT is to the entire services CONSULTANT hereby agrees to perform.

ARTICLE V: PAYMENT TO THE CONSULTANT

This agreement is a fixed price type contract in the amount of $6960.00 which may not be increased or decreased except to the extent that a contract amendment modifies the scope of work.

The CONSULTANT may submit monthly invoices requisition payment. Such requests shall be based upon the amount and value of the work and services performed by the CONSULTANT under this Agreement, and shall be prepared by the CONSULTANT and supplemented or accompanied by such supporting data as may be required by the OWNER. Until the final payment is requested by the CONSULTANT, the OWNER will retain from each monthly payment ten (10) percent.

Upon approval of such payment request by the OWNER, payment upon properly certified vouchers shall be made to the CONSULTANT for the amount of the invoice. The total time for payment from the date the invoice was received until the payment is mailed shall not exceed thirty (30) days.

Payment requests made by the CONSULTANT and payments made by the OWNER shall be for all direct costs incurred plus the indirect costs at the agreed upon provisional rates plus a proportionate part of the fee. The proportionate part of the fee requested and paid shall be at the same percentage as the fee bears to the total of direct and indirect costs as contained in the estimated costs of the project. Any remaining balance of fee will be requested and paid with the final invoice submitted by the CONSULTANT.

ARTICLE VI: RECORDS AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall cause to be maintained complete, accurate, and detailed records of all time devoted to the PROJECT or other expenses incurred by him or others employed by him in connection with the services rendered under Article I of this Agreement. The OWNER or his authorized representative or any appropriate Federal or State agency may at all reasonable times audit such records. All reports, drawings, data, etc., which are instruments of the service complied by the CONSULTANT for this PROJECT pursuant to this Agreement becomes the sole property of the OWNER. The OWNER may reuse or adapt any of these instruments of service without permission of or futher compensation to the CONSULTANT.

ARTICLE VII: REPORT

A final report summarizing all the work done by the CONSULTANT with both his recommended method for the OWNER to proceed on their Combined Sewer Overflow Program and his estimated manhours and cost to accomplish this Program will be submitted to the OWNER.

ARTICLE VIII: COMPLETION

The project will be completed promptly within six (6) weeks from the date of the receipt of notice to proceed from the OWNER, assuming availability on a timely basis of adequate data from existing sources.

ARTICLE IX: NON-DISCRIMINATION

The CONSULTANT hereby agrees that it will not exclude any person from participation in said PROJECT on the grounds of race, color, or national origin; nor shall any person be subjected to discrimination, under the provisions of Title VI of the Civil Rights Act of 1964 and Section 15-13, 15-13A, Article III, Chapter 15 of the Code of the City of Fort Wayne, 1974, as amended; nor shall any person be subjected to any such discrimination on the grounds of sex or religion under the provisions of said Act nor under the provisions of any laws of the State pertaining thereto.

ARTICLE X: GUARANTEES

The CONSULTANT guarantees that all data collected over the contract will be correct and accurate. All projections made as part of this PROJECT will represent the best technical effort of the CONSULTANT and will employ up-to-date "State of the Arts" methods. The final report will be completed in a format acceptable to the OWNER and the U.S. Environmental Protection Agency. The CONSULTANT shall attend all necessary meetings with regulatory authorities pursuant to the PROJECT.

ARTICLE XI: COUNCILMANIC APPROVAL

It is understood and agreed that this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted ordinance, and if such ordinance is not accepted within a period of forty-five (45) days after the date of execution hereon, this contract shall be null and void and of no further force and effect except the OWNER may elect to compensate the CONSULTANT for any reasonable services rendered prior to the time the ordinance is not adopted by the Common Council.

ARTICLE XII: WORKMEN'S COMPENSATION

The CONSULTANT agrees to procure and maintain at his expense until final payment by the OWNER, insurance of the kinds required by the State of Indiana for Workmen's Compensation, Bodily Injury, Property Damage, Automobile Injury and Damage, etc., which indemnifies the OWNER from any and all such claims.

ARTICLE XIII: EXECUTION

The OWNER and the CONSULTANT hereby agree to the full performance of the covenants both contained and stated herein.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals in attestation of the foregoing:

EcolSciences, Inc.
202 South Michigan Street
South Bend, Indiana 46601

ATTEST:

Robert W. Dennis
Manager

President

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong
Robert E. Armstrong, Mayor

ATTEST:

Ursula Miller
Ursula Miller, Clerk

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

APPROVED AS TO FORM & LEGALITY:

Assistant

This instrument prepared by: P. R. Boller, P.E., Chief Water Pollution Control Engineer

1978 OCT 31 AM 8:48

ALLEN COUNTY RECORDER

66-176-11 H.I

9/25/78

78- 34864

DULY ENTERED FOR TAXATION

OCT 31 1978

Jean D. Uebelhoer
AUDITOR OF ALLEN COUNTY

S-189-78

10/24/78

AGREEMENT FOR SEWER EXTENSION

INSTRUMENT L 10,600

THIS AGREEMENT, made in triplicate this 25 day of September, 1978, by and between The Allen Corporation, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Beginning at a proposed manhole over the existing 27" St. Joe Sanitary Interceptor 100± L.F. west of manhole #29 of Resolution 271, thence northwesterly 120± L.F. to the north line of 51.12 acre tract now or formerly owned by Richard and Marion Hill 880± L.F. east of the west line of the East ½ of Section 1, T31N, R12E, thence continuing northerly 330± L.F. thru an 80± acre property now or formerly owned by Victor R. and Naomi C. Leininger, thence by deflection angle right of 18°30' a distance of 423± L.F. thence by deflection angle left of 49°00' a distance of 402± L.F., thence by deflection angle right of 25°30' a distance of 282± L.F. to the north line of said Leininger property and 665± L.F. east of the west line of the east ½ section Section 1, T31N, R12E, thence north 17°43' east a distance of 465± L.F., thence north 29°32' west, a distance of 185±L.F., thence north 74°20' west a distance of 297± L.F., thence north 33°55' west a distance of 441± L.F., thence west a distance of 267± L.F., thence north a distance of 155± L.F. to the existing 8" sanitary sewer outfall of Pine Valley Village Mall located 940± L.F. south of and 755± L.F. east of the centerline intersections of Dupont Road and Coldwater Road.

Said sanitary sewer shall be 8 inches and 15 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Pine Valley Village Mall Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $65,620.50 composed of $50,784.72 for local construction costs, $4,448.00 for consultant engineering, $2,825.58 for City of Fort Wayne engineering, and $7,562.28 for oversizing. NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance

Carr Bldg 70 67

950 W

with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The total cost of construction shall be divided as follows:

a. The local construction cost including engineering services and construction inspection shall be provided by the DEVELOPER at no cost to the CITY. DEVELOPER agrees to assume cost of acquisition of easements by CITY.

b. The cost of the oversizing construction is based upon a bid amount for the entire 15 inch sewer line from Station 0 + 00 to Station 20 + 22 of Division I less the bid amount for the entire 8 inch sewer line. Furthermore, in consideration for the oversizing payment due the DEVELOPER in the amount of $7,562.28, the DEVELOPER agrees to accept the following credits on fees, assessments, etc. due the CITY:

1. The acreage assessment due on Res. 61-140-11, Area of DEVELOPER, which is as follows:

Total DEVELOPER'S Acreage	10.48 Acres
Less Right-of-Way	0.508 Acres
Net Assessable Acreage	9.972 Acres

Therefore, 9.972 acres at $475.00 per acre equals a credit of $4,736.70 to the DEVELOPER.

2. The City of Fort Wayne Engineering cost for Work Order 72592, not to exceed $2,825.58.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

Part of the Northwest Quarter of Section 1, Township 31 North, Range 12 East, in Allen County, Indiana, more particularly described as follows:

Beginning at a point on the east line of the Northwest Quarter of Section 1, Township 31 North, Range 12 East, in Allen County, Indiana, said point being 218.33 feet south of the northeast corner of the NW¼ of Sec. 1-31-12; thence south along the east line of the NW¼ of Sec. 1-31-12 a distance of 748.67 feet; thence north 90°00' west a distance of 639.7 feet to the centerline of State Road #327; thence north 03°50' west along the centerline of State Road #327, a distance of 520.94 feet; thence north 89°18' east a distance of 199.12 feet; thence north on a curve to the left having a radius of 20 feet a distance of 30.42 feet; thence north 02°10' east a distance of 203.11 feet; thence north 90°00' east a distance of 170.0 feet; thence north on a curve to the left having a radius of 20 feet a distance of 31.42 feet; thence north 00°00' east a distance of 205.71 feet to a point on the north line of the NW¼ of Sec.1-31-12; thence east along the north line of the NW¼ of Sec. 1-31-12 a distance of 52 feet; thence south 00°00' east a distance of 198.54 feet; thence east on a curve to the left having a radius of 20 feet a distance of 31.20 feet; thence south 89°24' east a distance of 186.59 feet to the point of beginning, containing 10.48 acres.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforedescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to City sewer main.

An area connection charge of $475.00 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforedescribed which is served by the herein described sanitary sewer. This area connection charge represents the oversizing cost expended by CITY for the Area 1, St. Joseph Interceptor Sanitary Sewer, Resolution 61-140-11.

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the cost of standard tap-in and inspection fees, the sum of $0.0445203683 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Included within the local sewer cost are local construction, consultant engineering services, City of Fort Wayne engineering, but not oversizing costs. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER. The City of Fort Wayne hereby reserves the right to waive local connection costs for Area 1A.

An area connection charge of $475.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for the Area 1, St. Joseph Interceptor Sanitary Sewer, Res. 61-140-11.

5. FUTURE EXTENSIONS

In further consideration, the Developer hereby agrees to furnish as built drawings

of the main line sanitary sewer. [illegible]

6. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

7. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein.

The DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the

Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided. Any owner or owners of land which is now, or hereafter, located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

10. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

ATTEST
By: Susan A. Robinson
Steven A. Robinson, Secretary

DEVELOPER: THE ALLEN CORPORATION

By F. Walter Riebenack, Pres.
F. Walter Riebenack, President

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar
Ethel H. LaMar, Member

By Max G Scott
Max G Scott, Member

Approved for form and legality. Larry J. Burden Assoc. City Attorney

ATTEST:
Ursula Miller
Secretary and Clerk Ursula Miller

Approved as to form and legality:

Associate City Attorney

STATE OF INDIANA)
) SS.
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared F. Walter Riebenack and Steven A. Robinson, by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 29th day of August, 1978.

Deborah A. Holly
Notary Public DEBORAH A. HOLLY
Resident of Allen County

My Commission Expires:
December 18, 1981

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor: Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G Scott, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 25 day of September, 1978.

Anne J. Fox
Notary Public ANNE T. Fox
Resident of Allen County

My Commission Expires:
3/6/80

This instrument prepared by Philip R. Boller.

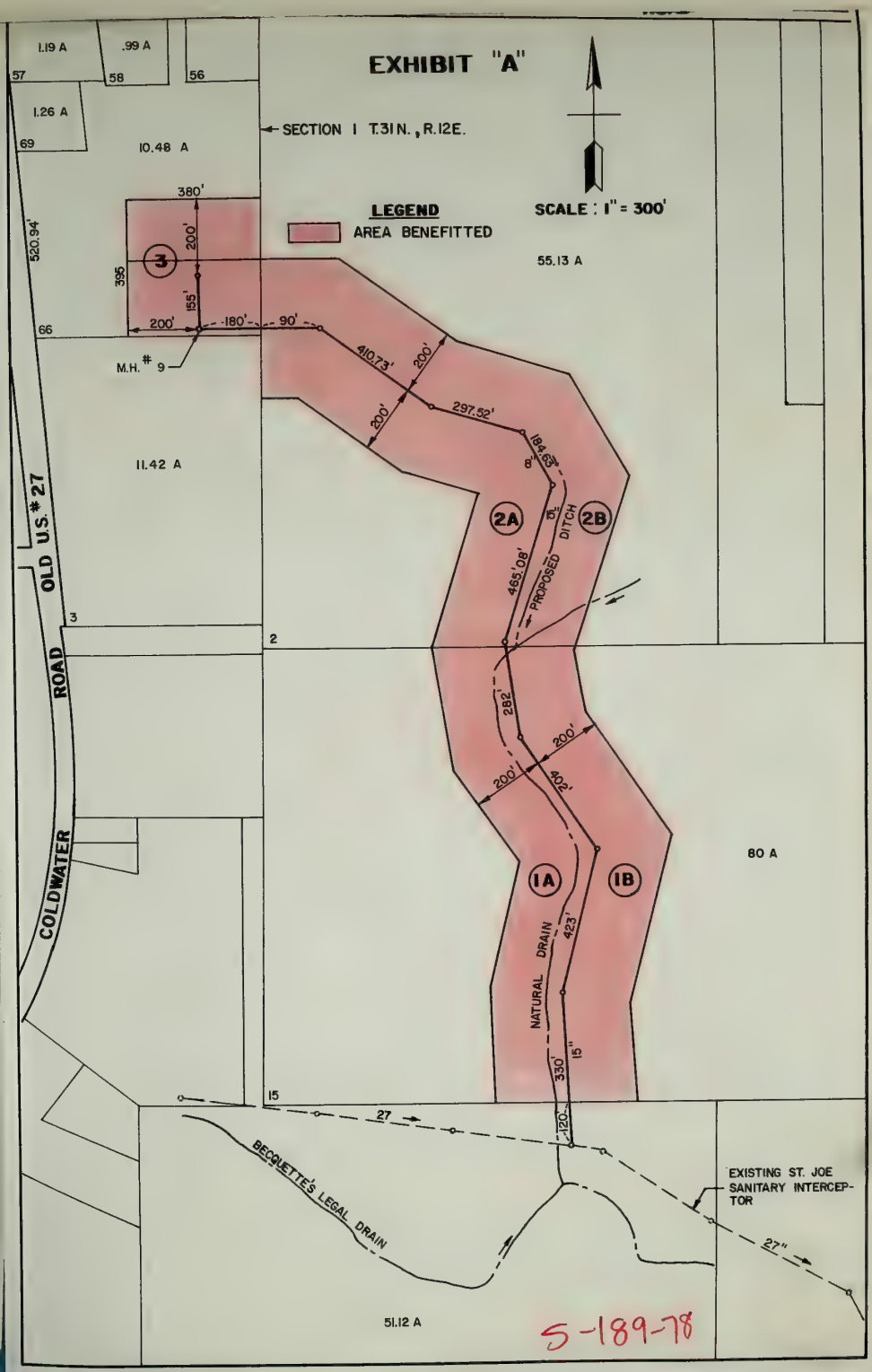


EXHIBIT "A"
SECTION 1 T.31N., R.12E.
LEGEND
AREA BENEFITTED
SCALE : 1" = 300'
1.19 A
.99 A
1.26 A
10.48 A
55.13 A
11.42 A
80 A
51.12 A
57
58
56
69
66
3
2
380'
200'
155'
395
520.94'
200'
180'
90'
M.H. # 9
410.73'
200'
200'
297.52'
184.63'
8"
15"
PROPOSED DITCH
465.08'
2A
2B
OLD U.S. # 27 ROAD
COLDWATER
282'
200'
200'
402'
1A
1B
NATURAL DRAIN
423'
15"
330'
120'
15
27
BECQUETTE'S LEGAL DRAIN
EXISTING ST. JOE SANITARY INTERCEPTOR
27"

5-189-78

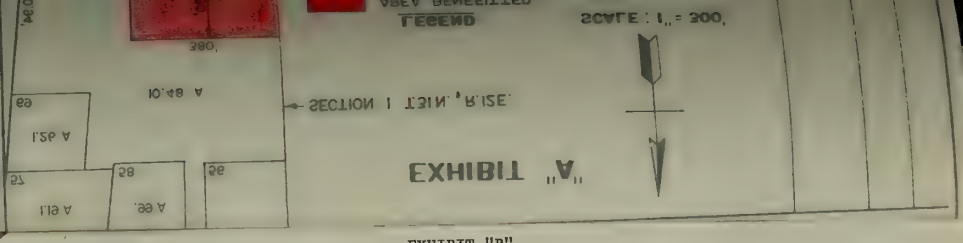


EXHIBIT "B"

EXCESS BENEFITTED AREA

EXCESS AREA	OWNER	AREA SQ. FEET	LOCAL SEWER EXTENSION UNIT COST	LOCAL SEWER EXTENSION UNIT TOTAL
TRACT 1A	Victor F. & Naomi I. Leininger	287,400	0.0445203683	$12,795.15
TRACT 1B	"	287,400	"	12,795.15
TRACT 2A	Robert C. & Vernon O. Werkman	261,981	"	11,633.49
TRACT 2B	"	317,203	"	14,121.99
TRACT 3*	THE ALLEN CORPORATION	150,100 S.F.	"	6,682.52**
	TOTALS	1,304.084		$58,058.30

Excess Benefitted Area also subject to area connection fee due the City of Fort Wayne by Res. 61-140-11 of $475.00 per acre.

* Denotes area of developer.

** Local charges are hereby waived.

66-172-13 H.I. 9/2-/78 64

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5819 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. EWING STREET - From the south property line of Jefferson Street to the north property line on Baker Street.

2. RUNNION AVENUE - From the south property line of Spring Street to the north curb line of Main Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 20 day of September, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

65

Form Approved
Allen County In
Fort Wayne Boa

TO: BOARD

The undersigned

WEST 30

66-168-33 H.I.
9/13/78

SPECIALIZED ELECTRICAL CONTRACTORS

ROUTE 38 WEST
and
COUNTY LINE ROAD

T & F
CONSTRUCTION CORPORATION

TELEPHONE 489-4538
P. O. Box 27
HAGERSTOWN, INDIANA
47346

September 13, 1978

City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

Attention: Mr. Carl O'Neal
Street Light Administrator

Subject: Unit Price Street Lighting and
Maintenance Contract No. S-131-77

Gentlemen:

Reference subject contract which contains an escalator clause effective September 1, 1978, we submit herewith a new rate schedule for maintenance for your consideration and approval. This new schedule reflects the Seven and One Half Percent (7.5%) escalation as per contract.

On all work performed under the Unit Price Portion of this contract we will apply the 7.5% escalation at time of submittal of invoice if this meets with your approval.

We would appreciate letter of authorization and approval of above at your earliest convenience.

Yours truly,

T & F CONSTRUCTION CORP.

J. L. Taber

J. L. Taber
President

JLT:bjk
enclosure

BID PROPOSAL

LABOR AND EQUIPMENT

1.	Relamping Unit - Per 8 Hour Day (Normal Work Day)	187.05
2.	Relamping Unit - Per Hour of Overtime (Sundays and Holidays)	36.44
3.	Relamping Unit - Per Hour of Overtime (Saturdays and Weekdays)	29.88
4.	Maintenance Unit - Per Hour (Normal work day)	56.11
5.	Maintenance Unit - Per hour of Overtime (Sundays and Holidays)	93.52
6.	Maintenance Unit - Per Hour of Overtime (Saturdays and Weekdays)	75.03
7.	Trouble Shooting Vehicle (Equipment and Operator) Per Hour	29.90
8.	Trouble Shooting Vehicle (Equipment Only) Per Hour	4.50
9.	Trouble Shooting Vehicle (Equipment Only) Per Month	390.00

Above Prices and Rates are Firm From
September 1, 1978 Through August 31, 1979.

66

rm Approved By
len County Indiana Bar Assoc.
rt Wayne Board of Realtors.

AGREEMENT TO PURCHASE ~~REAL~~ ESTATE

66-161-15 H.I. 9/13/78

O: BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA OWNERS DATE: SEPT. 12, 1978

he undersigned (hereinafter called "Buyer") offers to purchase, upon the terms and conditions set forth below, the real estate in Allen County, Indiana, whose legal description is:

WEST 30 FEET, LOT 18, HANNA'S PARTITION, PLAT B, TO THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

S-173-78

Such real estate is hereinafter called the "Real Estate". Its street address is 1002 MADISON STREET

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

1. Purchase Price and Terms. The purchase price shall be $ 125.00, to be paid in accordance with the terms of Paragraph A (insert A, B, C or D):

A. *Cash.* The entire Purchase price shall be paid in cash.

B. *Cash With New Mortgage.* The entire purchase price shall be paid in cash, subject, however, to Buyer's being able to obtain within _____ days from date hereof a _____ mortgage loan on the Real Estate for not less than $ _____. If Buyer is unable to obtain such financing within that time, this Agreement shall then terminate and any earnest money deposited hereunder shall be refunded to Buyer without delay. Buyer agrees to make immediate application for such financing. If the financing is subject to discount points Seller agrees to pay such discount points not to exceed $ _____.

C. *Cash, Subject To Existing Mortgage.* Buyer shall pay approximately $ _____ in cash and assume and agree to pay the unpaid balance of and to perform the provisions of, an existing mortgage on the Real Estate held by _____ as mortgagee. Seller represents that the unpaid principal balance of such mortgage is approximately $ _____ as of _____, 19___. Buyer shall begin to pay such unpaid balance by paying the payment due _____, 19___. Transfer fees, if any, required by the mortgagee shall be paid by _____.

D. *Land Contract.* Buyer shall pay $ _____ in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase price in monthly payments of not less than $ _____ per month, including _____% interest, computed _____, plus taxes and insurance. The land contract is to be written upon the Allen County Indiana Bar Association form.

All earnest money paid under this Agreement shall be deducted from any payment required to be paid in at the closing.

2. Taxes and Assessments. Buyer shall assume and pay the taxes upon the Real Estate due and payable in (May) (November), 19___, and all subsequent taxes. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the Real Estate or are serving the Real Estate. *** APPROVAL BY CITY COUNCIL

3. Possession. Possession of the Real Estate shall be delivered to Buyer on or before ***. Rents, if any, shall be prorated as of the date of closing. Insurance shall be (prorated) (cancelled) as of the date of closing. Seller will pay all charges for utility services furnished the Real Estate until the date possession is delivered.

4. Improvements and Fixtures. This offer includes all improvements and permanent fixtures used in connection with the Real Estate, including but not necessarily limited to electrical, gas, heating and plumbing fixtures, screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____, if any, now in or on the Real Estate and the same shall be fully paid for and free of all liens and encumbrances at the time of closing, unless otherwise specified and agreed by Buyer.

5. Use. Buyer represents that his intended use of the Real Estate requires a zoning classification of _____, and on the date of closing the Real Estate shall be in a district permitting such use.

6. Earnest Money. As earnest money, Buyer deposits with the Seller's agent named below the sum of $ _____. Upon acceptance of this offer by Seller, Buyer will deposit with such agent additional earnest money in the sum of $ _____.

7. Acceptance. If this offer is accepted, it shall constitute an agreement between Buyer and Seller, binding and inuring to the benefit of them and their respective heirs and personal representatives. If, after acceptance, Buyer fails to complete the purchase as agreed, all earnest money shall be forefeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

If this offer is not accepted in writing on or before _____, 19___, it shall then expire, and all earnest money shall be returned to Buyer without delay.

8. Other Terms:

9. Survey. Seller shall furnish at Seller's expense a certificate of survey of the Real Estate showing the dimensions thereof and the location of all improvements, building lines and easements as of the date hereof. The survey shall include the setting or locating of corner stakes or pins. NO SURVEY WILL BE FURNISHED

10. Abstract of Title. Prior to closing Seller shall furnish at Seller's expense a properly prepared Abstract of Title for the Real Estate, continued to a date after the date of this Agreement, disclosing a marketable title in Seller. Buyer will have the abstract examined by his attorney and will submit a legal opinion thereon without unreasonable delay. Seller will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable his title to the Real Estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association. ABSTRACT, IF ANY, WILL NOT BE BROUGHT TO DATE.

11. Closing. This transaction shall be closed as soon as title to the Real Estate meets necessary legal requirements and Buyer obtains the necessary financing, if any, as hereinabove provided. At closing, Buyer shall make payment of the purchase price as provided in Section 1 above, and Seller shall deliver to Buyer a properly prepared and executed General Warranty Deed or Land Contract, conveying or contracting to convey the Real Estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. The deed shall be accompanied by a Closing Affidavit. Seller shall assume the risk of loss or damage to the Real Estate and all improvements thereon until the delivery of the General Warranty Deed or Land Contract. In the event the Real Estate and all improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer, and earnest money deposited hereunder shall be returned to Buyer without delay.

12. Miscellaneous. Buyer has personally inspected and examined the Real Estate and makes this offer in good faith. All the terms and conditions are stated herein, there being no verbal agreements. Headings are inserted for convenience only and do not constitute a part of this Agreement. Whenever necessary and where the context admits, the singular terms "Buyer" and "Seller" and their related pronouns include the plural, the masculine, and the feminine.

BUYER: _____ BUYER: Kris L Willard

ADDRESS: 1008 Madison St. PHONE: 422-1043

ACCEPTANCE BY SELLER

The undersigned Seller accepts the above offer and agrees with its terms and conditions. Seller also agrees to pay its agent named below a commission of $ _____, which shall be deducted from the first payment made to Seller. Seller also authorizes its agent to hold all money deposits in escrow until the closing of this transaction.

This acceptance is subject, nevertheless, to the conditions, if any, immediately following:

BOARD OF PUBLIC WORKS

BY: Henry P. Hebenberg

Edward J. DeMars

Mary A Scott

MEMBERS

DATE: _____, 19___.

SELLER: _____ SELLER: _____

ADDRESS: _____ PHONE: _____

AGENT OF SELLER

As agent for Seller, the undersigned agent acknowledges receipt of earnest money deposited with him in the following amounts and on the dates indicated:

Date	Amount	Agent

Such earnest money is held in escrow and will be paid in accordance with the terms of the above agreement between Buyer and Seller.

65 1

66-168-33 H.I. 9/18/78

SPECIALIZED ELECTRICAL CONTRACTORS

ROUTE 38 WEST
and
COUNTY LINE ROAD

T & F
CONSTRUCTION CORPORATION

TELEPHONE 489-4338
P. O. Box 27
HAGERSTOWN, INDIANA
47346

September 13, 1978

City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

Attention: Mr. Carl O'Neal
Street Light Administrator

Subject: Unit Price Street Lighting and
Maintenance Contract No. S-131-77

Gentlemen:

Reference subject contract which contains an escalator clause effective September 1, 1978, we submit herewith a new rate schedule for maintenance for your consideration and approval. This new schedule reflects the Seven and One Half Percent (7.5%) escalation as per contract.

On all work performed under the Unit Price Portion of this contract we will apply the 7.5% escalation at time of submittal of invoice if this meets with your approval.

We would appreciate letter of authorization and approval of above at your earliest convenience.

Yours truly,

T & F CONSTRUCTION CORP.

J. L. Taber.

J. L. Taber
President

JLT:bjk
enclosure

66-161-14 H.I. 9/13/78

S-172-78 10/10/78

AGREEMENT TO CONVEY REAL ESTATE

WHEREAS, the County of Allen is the owner in fee of the following described real estate:

P. A. Randall's Subdivision Block B, except the East 208 feet Sec. 2, Township 30 N, Range 12 E (In Fort Wayne, Allen County Indiana)

which real estate is no longer required or satisfactory for the County's business or recreational purposes, and

WHEREAS, the County desires to sell said surplus real estate to the City of Fort Wayne, a City located in the County of Allen, to be used by the City of Fort Wayne for its own particular purposes; and

WHEREAS, the City of Fort Wayne desires to purchase said real estate for its own particular purposes, now therefore

IT IS HEREBY AGREED, by and between the County of Allen and the City of Fort Wayne that in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, the County of Allen hereby agrees to convey the following described real estate:

P. A. Randall's Subdivision Block B, except the East 208 feet Sec. 2, Township 30 N, Range 12 E (In Fort Wayne, Allen County Indiana)

to the City of Fort Wayne, subject to the ratification of said sale by adoption of ordinances by the Common Council of the City of Fort Wayne and by the County Council of Allen County, pursuant to I.C. 18-5-3-1.

This agreement adopted and authorized by resolution of the Board of Commissioners of the County of Allen on the 6th day of September, 1978. (Commissioners Record Book 45, Page 385).

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

RICHARD M. ELLENWOOD

VANCE L. AMSTUTZ

JACK K. DUNIFON

ATTEST:

JOAN D. UEBELHOER, ALLEN COUNTY AUDITOR

This agreement adopted and authorized by the Board of Public Works City of Fort Wayne on the 13 day of September, 1978.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE

Henry P. Schmaltzberg

Ethel W. Lamb

Mary G. Scott

ATTEST:

Ursula Miller

6

From Kenneth N. Traylor

Date September 12, 1978

S-172-78

Subject Ewing-Fairfield-Wells Bridge Project

COPIES TO:

BOARD OF PUBLIC WORKS
RECEIVED
SEP 13 1978

Attached is Agreement to Convey Real Estate which we would appreciate your having the Board sign.

After execution by the Board, it will be necessary for the Council to ratify same.

Then, after it is ratified by both the City and County Councils, a Commissioner's Deed will be prepared.

Kenneth N. Traylor

KNT:ms

Att.

NOTED

☑ H.P.W.

☐ E.H.L.

☑ M.G.S.

Date

66-161-14 9/13/78

City Said

66-161-12 H.I. 9/13/78 68

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5817 - 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. CALHOUN STREET - From the north property line of Baker Street as platted east of Calhoun Street to the south property line of Pontiac Street.

2. CALHOUN STREET - From the south curb line of Rudisill Blvd. to a point 50 ft. south of the south property line of Pettit Avenue as platted east of Calhoun Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 13th day of September, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott

Max G Scott, Member

ATTEST:

Ursula Miller

Ursula Miller, Clerk

66-158-30 H.I.
9/11/78

EMERGENCY RESOLUTION NO. 66-158-30

WHEREAS, the Water Engineering Department has determined that due to location of a de-cel lane on Hessen Cassel Road south of Tillman Road, it has become necessary to install a section of 16" main, and

WHEREAS, construction of the road is at the stage where this water main must be constructed immediately, and

WHEREAS, Water Engineering has requested and received bids from JOHN DEHNER, INC. $17.47 per lineal foot; BERCOT, INC., $,8,256 - $17.20 per lineal foot; RIETH-RILEY - $14.00 per lineal foot,

NOW, THEREFORE, the Board of Public Works declares that an Emergency exists to perform this work immediately and accepts lowest and best bid of RIETH-RILEY at $14.00 per lineal foot.

Approved this 11th day of September, 1978.

Henry P. Wehrenberg

Ethel W. LaMar

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

66-156-14 H.I.

9/11/78

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

TAX INFO:
Board of Works
City of Ft. Wayne
City-County Bldg, Ft. Wayne 02

78- 27128

WARRANTY DEED

This indenture witnesseth that HARVEY W. WILDS, over the age of eighteen (18) years,

of Allen *County in the State of* Indiana

Convey and warrant to CITY OF FORT WAYNE, INDIANA,

of Allen *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other valuable considerations *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

Lot 3 P.A. Randall's Addition to City of Fort Wayne, Indiana

This conveyance is subject to easements, rights-of-way and restrictions of public record, restrictions in zoning ordinances, and unrecorded easements for roads, highways and public utilities.

This conveyance is also subject to taxes for 1978 payable in 1979, and all subsequent taxes.

1978 AUG 30 PM 3:45
ALLEN COUNTY RECORDER
Jean E. Priebe

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 30th *day of* August 1978 *personally appeared:*

HARVEY W. WILDS, over the age of eighteen (18) years,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires JAN. 6, 1979

Larry J. Burke
LARRY J. BURKE *Notary Public*
RESIDENT OF ALLEN COUNTY INDIANA

Dated this 30th **Day of** August **19**78

Harvey W. Wilds Seal
HARVEY W. WILDS
Seal

DULY ENTERED FOR TAXATION
AUG 30 1978
Jean D. Rebelhuer
AUDITOR OF ALLEN COUNTY
Seal
Seal
Seal

INSTRUMENT L 8119

This instrument prepared by Larry J. Burke *Attorney at Law*

MAIL TO: Eleanor 7524

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. 1957

71 14

66-155-13 H.I 9/11/78

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:
Board of Works
City of Ft Wayne
City-County Bldg., Ft. Wayne 02

WARRANTY DEED

78- 27127

This indenture witnesseth that ALBERT J. HOERSTING, JR. and RUTH B. HOERSTING, Husband and Wife, both over the age of eighteen (18) years,

of Allen *County in the State of* Indiana

Convey and warrant to CITY OF FORT WAYNE, INDIANA

of Allen *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other valuable considerations *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

Lot 2 P.A. Randall's Addition to City of Fort Wayne, Indiana

This conveyance is subject to easements, rights-of-way and restrictions of public record, restrictions in zoning ordinances, and unrecorded easements for roads, highways and public utilities.

This conveyance is also subject to 1977 taxes payable in 1978 and all subsequent taxes.

1978 AUG 30 PM 3:45
ALLEN COUNTY RECORDER
Joan E. Schubert

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 30th *day of* August 19 78 *personally appeared:*

ALBERT J. HOERSTING, JR. and RUTH B. HOERSTING, Husband and Wife, both over the age of 18 years,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires Jan. 6 1979

Larry J. Burke
LARRY J. BURKE, Notary Public
Resident of ALLEN County. Resident of Allen County, Ind.

Dated this 30th **Day of** August 19 78

Albert J. Hoersting Jr. Seal
ALBERT J. HOERSTING, JR.

Ruth B. Hoersting Seal
RUTH B. HOERSTING

Seal

DULY ENTERED FOR TAXATION

Seal

AUG 30 1978

Joan D. Uebelacker Seal
AUDITOR OF ALLEN COUNTY

Seal

This instrument prepared by Larry J. Burke INSTRUMENT # 8118 Attorney at Law

MAIL TO: Eleanor 7524

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. Rev 6-78

66-155-6 H.I. 9/11/78 72

MUTUAL CONTRACT TERMINATION AGREEMENT
RESOLUTION NO. 5762-77

JOHN DEHNER, INC. and the CITY OF FORT WAYNE hereby mutually agree to terminate contract on Resolution No. 5762-77. Both parties entered into said contract in good faith after which it became known that a parcel of right-of-way was not available for the completion of the project and after several attempts by the CITY OF FORT WAYNE over a period of approximately nine (9) months, it appears that the acquisition of this property is not possible within the next six (6) to nine (9) months. This time interval is far in excess of a reasonable time to expect a contractor to be obligated to fulfill his contract.

THEREFORE, the conditions of the termination of this contract are as follows:

(1) JOHN DEHNER, INC. shall be paid in accordance with Estimate #3 submitted to the CITY OF FORT WAYNE on March 27, 1978 for all items physically constructed and that said contractor shall be due this total amount of $88,207.28. To date, the contractor has been paid $ 79,386.55 . A retainage fee of $ 8,820.73 was made and shall also be due the contractor upon execution of this agreement.

(2) The contractor has submitted an invoice in the amount of $10,601.23 for the purpose of maintaining barricades on said project during the time interval when the CITY OF FORT WAYNE was attempting to acquire the parcel of property. This shall also be paid to the contractor.

(3) All materials bought and paid for as identified on Estimate #3 shall become the property of the CITY OF FORT WAYNE, including those materials stockpiled in the T. & F. Construction stockyards.

(4) JOHN DEHNER, INC. shall be released from the contract under Resolution No. 5762-77 and remove all barricades from the project site on August 31, 1978. Subsequent to removal of all barricades, the CITY OF FORT WAYNE shall release JOHN DEHNER, INC. from any and all liability and maintenance on said project. Immediately upon removal of the contractor's barricades, the CITY OF FORT WAYNE shall install sufficient barricades to protect the public as needed on the remainder of the project and does hereby assume any and all liabilities from that date forward; namely, August 31, 1978.

(5) *See (5) below.

The undersigned hereby agree to all conditions noted above.

JOHN DEHNER, INC.

ATTEST: Edward S. Dehner
Secretary

Gerald Dehner
President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this 5th day of September, 19 78, there appeared before me, a Notary Public in and for said County, Gerald Dehner President of JOHN DEHNER, INC. and stated that the above agreement was signed and attested in behalf of said company.

Witness my hand and seal this 5th day of September, 19 78.

Steven Neal Hagan
Notary Public

My Commission Expires: NOVEMBER 7, 1981.

*(5) John Dehner, Inc. releases City of Fort Wayne from all further liability. ~~Performance and guaranty bonds remain in full force and effect.~~ J.D.

Deleted per instructions William Sallin, City Attorney. September 5, 1978.

66-155-6 H.I. 9/11/78 72

MUTUAL CONTRACT TERMINATION AGREEMENT
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(5) *See (5) below.

The undersigned hereby agree to all conditions noted above.

JOHN DEHNER, INC.

ATTEST: Edward S. Dehner
Secretary

Gerald Dehner
President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this 5th day of September, 19 78, there appeared before me, a Notary Public in and for said County, Gerald Dehner, President of JOHN DEHNER, INC. and stated that the above agreement was signed and attested in behalf of said company.

Witness my hand and seal this 5th day of September, 19 78.

Steven Neal Hagen
Notary Public

My Commission Expires: NOVEMBER 7, 1981.

*(5) John Dehner, Inc. releases City of Fort Wayne from all further liability. ~~Performance and guaranty bonds remain in full force and effect.~~ J.D. Deleted per instructions William Sulin, City Attorney. September 5, 1978.

CITY OF FORT WAYNE BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST: Ursula Miller
Secretary & Clerk

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this 31 day of August, 1978, there appeared before me, a Notary Public in and for said County, HENRY P. WEHRENBERG, ETHEL H. LAMAR, MAX G SCOTT and URSULA MILLER respectively, of the Board of Public Works of the City of Fort Wayne and stated that the above agreement was signed and attested in behalf of said City.

Witness my hand and seal this 31st day of AUGUST, 1978.

Anne J. Fox
Notary Public
ANNE J. FOX
Resident of Allen County

My Commission Expires: March 6, 1980.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

73

66-152-44 H.I.
9/6/78

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

AGREEMENT

Whereas, the Board of Public Works has passed Resolution Number 66-133-23, dated August 16, 1978, employing William N. Salin, City Attorney, to prepare for consideration by the Board of Works and the Common Council Bond and Rate Ordinances to provide for the undertaking authorized by said Ordinance and to render an opinion as to the legality of all such proceedings;

Now Therefore, this agreement entered into this 6th day of September, 1978, by and between the Board of Works of the City of Fort Wayne, for and on behalf of the City Utility Water Works and William N. Salin, Attorney at Law. William N. Salin agrees to prepare all bond and rate ordinances and all of the usual services performed by Local Counsel in the issurance and sale of a bond issue in an amount of $18 million dollars to be known as the Water Works Revenue Bond of 1978. In addition to those usual services, William N. Salin agrees to represent said Utility in all

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

hearings before regulatory bodies and all services in connection with acquisition of rights-of-way, licenses, easements, and permits, even though those services are not usually included in the services performed by Local Counsel.

In the event that the Project is not approved by the Common Council or in the event that the Project is not approved by the Indiana Public Service Commission or in the event the Project is not approved by Bond Counsel or in the event that the Bonds are not sold due to changing money market rates or if for any reason the Bonds are not sold, then all of the services performed by William N. Salin shall be at no cost to the Board of Works or to City Utilities. In the event the Bonds are sold, then in that event William N. Salin will be paid out of the proceeds of the Bonds sale 1/4 of 1% of the amount of said Bonds for all services performed in connection with the sale of the Bond issue.

Henry P. Hebenberg

Ethel W. LaMar

Inez J. Scott

I agree to and approve of the foregoing:

William N. Salin

William N. Salin, Attorney at Law

DULY ENTERED FOR TAXATION

OCT 16 1978

Jean D. Rebelhaer
AUDITOR OF ALLEN COUNTY

66-150-23 H.I.
9/6/78

78- 32941

S-182-78

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 6 day of September, 1978, by and between North Eastern Investments, Inc. hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Description of Sanitary Sewers within the plat of Windrift Section I

Description of Sanitary Sewer Main #1

Commencing at an existing man-hole located on the St. Joe Interceptor sanitary sewer approximately 45 foot north of the north east corner of lot 24 Windrift Section I; thence south a distance of 50 feet to man-hole number 1 at Station 0 plus 50, said man-hole being located plus or minus 15 foot south west of the north east corner of lot number 24 within the plat of Windrift Section 1; thence continuing west a distance of 100 feet to man-hole number 2 at Station 1 plus 50, said man-hole being located plus or minus 5 foot south of the north west property corner of lot 24; thence continuing south along the east right-of-way line of Grand River Drive a distance of 340 feet to man-hole number 3 at Station 4 plus 90, said man-hole being located plus or minus 15 foot east of the south west property corner of lot 21; thence continuing south westerly a distance of 215 feet to man-hole number 4 at Station 7 plus 05, said man-hole being located at the south west property corner of lot number 20; thence continuing westerly along the south right-of-way line of Windrift Lane a distance of 410 feet to man-hole number 5 at Station 11 plus 15, said man-hole being located plus or minus 50 foot west of the north east property corner of lot 63; thence continuing westerly a distance of 165 feet to man-hole number 6 at Station 12 plus 80, said man-hole being located approximately 50 foot west of the north east property corner of lot 15; thence continuing westerly a distance of 135 feet to manhole number 7 at Station 14 plus 15, said manhole being located plus or minus 10 feet south east of the north west property corner of lot 49; thence continuing westerly a distance of 240 feet to manhole number 8 at Station 16 plus 55, said manhole being located at the north east property corner of lot 1; thence continuing south a distance of 125 feet to a cleanout at Station 17 plus 80, said cleanout being located plus or minus 5 feet north of the south east property corner of lot 1. The aforementioned cleanout terminates the description of Sanitary Sewer Main #1.

1978 OCT 16 PM 1:59
ALLEN COUNTY RECORDER

INSTRUMENT L 9911

Description of Sanitary Sewer Main #2

Commencing at the above-referenced manhole number 4 located at the south west property corner of lot 20 Windrift Section 1: thence continuing south easterly along the east right-of-way line of Grand River Drive a distance of 150 feet to manhole number 9 at Station 1 plus 50, said manhole being located plus or minus 20 foot east of the north west property corner of lot 18; thence continuing south a distance of 260 feet to manhole number 10 at Station 4 plus 10, said manhole being located plus or minus 25 foot east of the westerly front property corner of lot 15; thence continuing west along the south right-of-way line of Glen Eagle Lane a distance 345 feet to manhole number 11 at Station 7 plus 55, said manhole being located plus or minus 5 foot west of the north east property corner of lot 10; thence continuing west a

Board of Works Box

distance of 335 feet to manhole number 12 at Station 10 plus 90, said manhole being located plus or minus 5 foot west of the north east property corner of lot 6. Said manhole 12 terminates the description of Sanitary Sewer Main #2.

Description of Sanitary Sewer Lateral #1

Commencing at the above-referenced manhole number 5 located plus or minus 50 foot west of the north east corner of lot 63 Windrift Section 1; thence northerly along the east right-of-way line of North Star Place a distance of 400 feet to manhole number 5-A at Station 4 plus 00, said manhole being located at the south west property corner of lot 36; thence continuing northerly a distance of 50 feet to a cleanout at Station 4 plus 50, said manhole being located plus or minus 5 foot west of the south east property corner of lot 37. Said cleanout terminates the description of Sanitary Sewer Lateral #1.

Description of Sanitary Sewer Lateral #2

Commencing at the aforereferenced manhole number 7 located plus or minus 10 foot south east of the north west corner of lot 49; thence continuing southerly along the east right-of-way lane of Glen Eagle Lane a distance of 140 feet to a cleanout at Station 1 plus 40, said cleanout being located plus or minus 20 foot south east of the south west property corner of lot 50 and terminating the description for Sanitary Sewer Lateral #2.

Description of Sanitary Sewer Lateral #3

Commencing at the abovereferenced manhole number 7 located plus or minus 10 foot south east of the north west property corner of lot 49; thence continuing north westerly within an easement between lots 45 and 46 to a cleanout at Station 1 plus 70, being located at the north east property corner of lot 46. Said cleanout terminates the description of Sanitary Sewer Lateral #3.

Description of Sanitary Sewer Lateral #4

Commencing at an existing manhole located on the St. Joe interceptor sanitary sewer, said manhole being located plus or minus 20 foot south east of the north west property corner of lot 38 within Windrift Section 1; thence continuing southerly a distance of 195 feet to a cleanout at Station 1 plus 95, said cleanout being located plus or minus 5 foot east of the south west property corner of lot 39. Said cleanout terminates the description of Sanitary Sewer Lateral #4.

Said sewer to be 8" in size in accordance with plans, specifications and profiles hereinafter submitted to the City, now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities of the City and titled as WINDRIFT, SECTION I, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas and hereinafter referred to as "Sewer".

WHEREAS, the total cost of construction of said Sewer is represented to be $55,000.00 composed of $3,700.00 for line extension construction costs; and $51,300,00 for local construction costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by and the right of the City to halt construction if there shall be noncompliance therewithin. Said Sewer shall not be deemed permanently connected into the Sewer system of the City until final acceptance by the City. Upon Completion, said Sewer shall become the property of the City and City shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the City, and all further maintenance shall be borne by the City.

2. COST OF CONSTRUCTION

The cost of construction shall be divided as follows:

a. The line extension construction will be paid by the City. The City will credit the Developer in the amount of $3,700.00 for their portion of the line extension at the time the area connection fees are paid by Developer.

b. The local construction cost and engineering services shall be provided by the Developer at no cost to the City. The amount of the line extension is based on the bid amount of A. The last 125 feet of sanitary sewer main #1, from manhole #8 at Station 16 plus 55 to the cleanout at Station 17 plus 80 ($1,150.00) B. Sanitary sewer lateral #3, 170 feet ($1,750.00) C. The south 100 feet of Sanitary sewer lateral #4 ($800.00).

In consideration for the line extension payment of $3,700.00 the Developer shall receive credit for area connection charges of $475.00 per acre due City per RES. 61-140-11 as follows:

Total acreage 25.06 acres less the acreage in the street at 4.65 acres, less the park acreage at 3.07 acres, leaving a net of 17.34 acres. This 17.34 at $475.00 per acre equals $8,236.50 assessment due the City. This charge less $3,700.00 credit leaves a net payment of $4,536.50 from Developer to City prior to construction. Should any of the park acreage become developed, the $475 per acre Area Connection Fee due Res. 61-140-11 will become due at the time of development.

3. AREA OF DEVELOPER

Said Sewer when accepted by the City will serve the following described real estate: that land platted as Windrift , Section I, located within the Southwest ¼ of Section 27, Perry Township, in the northwest ¼ of Section 34, Perry Township containing a gross acreage of 25.06 acres.

As the Developer will pay for the total cost of construction of said Sewer in accordance with Item #2 above, as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said Sewer by the present or future owners of said real estate, only as to such standard monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA

The said Sewer, when constructed, will also serve additional or excess areas, Parcel A, B and C, as shown on attached Exhibit "A". In the event any present or future owners of said exhibited excess area desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral lines to service such land, City, through its duly constituted authorities, before permitting such use, shall require, by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City, in addition to the cost of the area connection charges of $475.00/Acre due St. Joe Interceptor, RES. 61-140-11 - A tap-in fee as follows:

$1,150 for Parcel "A:, $1,750 for Parcel "B", $800 for Parcel "C"

which represents the pro-rata share of the Sanitary Sewer Line extensions built by the Developer and paid by the City as shown in the attached Exhibit "A". The amount is based upon the actual cost of construction for the 8" Sanitary Line to serve each parcel.

5. BOND

This contract is subject to Developer furnishing a satisfactory Maintenance Bond for 25% fo the value of the sewer which shall guarantee said Sewer against defects for a period of one year from the date of formal acceptance of said Sewer by the City.

6. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns , or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated water.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein.

apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-8-16, I.C. 19-2-8-17, I.C. 19-2-8-18, the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subjscribed to this Agreement the day and year first written above.

DEVELOPER:

North Eastern Investments, Inc.

By: _____
J. L. Zehr, President

_____
Corporate Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 6 day of September, 1978, personally appeared North Eastern Investments, Inc. an Indiana corporation, by J. L. Zehr, its President and acknowledged the execution of the foregoing Agreement for Sewer Extension to be the voluntary act and deed of said corporation, and of said officers, for the uses and purposes therein contained.

WITNESS my hand and official seal.

_____
Arlene Duncan Notary Public

My Commission Expires:
5/25/82

CITY OF FORT WAYNE

By: _____
(Robert Armstrong) Mayor

BOARD OF PUBLIC WORKS

By: _____
(Henry P. Wehrenberg) Chairman

By: _____
(Ethel A. LaMar) Member

By: _____
(Max G. Scott) Member

ATTEST:
Ursula Miller
Clerk

_____
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, persoanlly appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G. Scott, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposed therin contained.

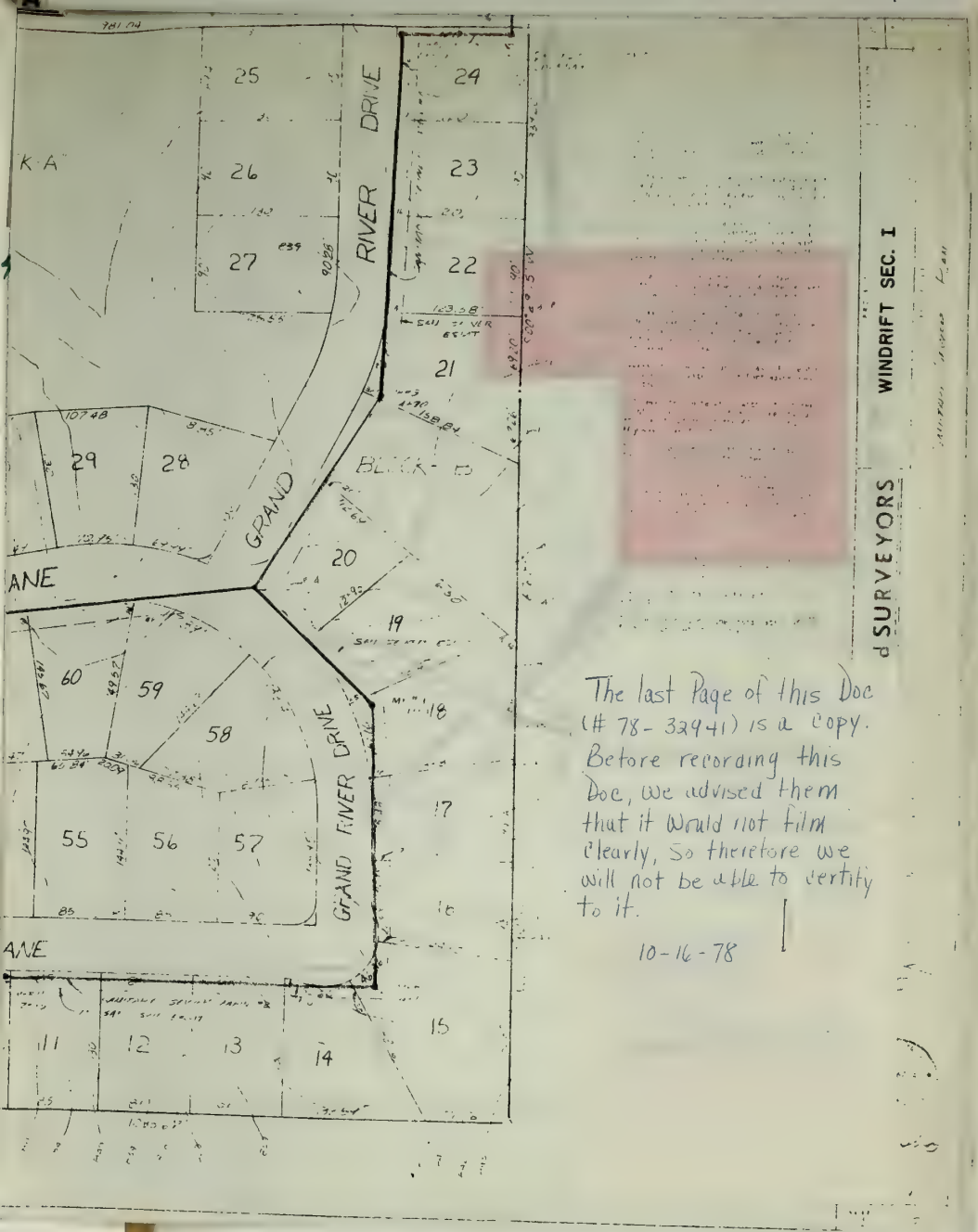
WITNESS my hand and notarial seal this 6th day of September 1978.

Anne J. Fox
Anne J. Fox Notary Public
Resident of Allen County

My Commission Expires:

3/6/80

This instrument prepared by Philip R. Boller.



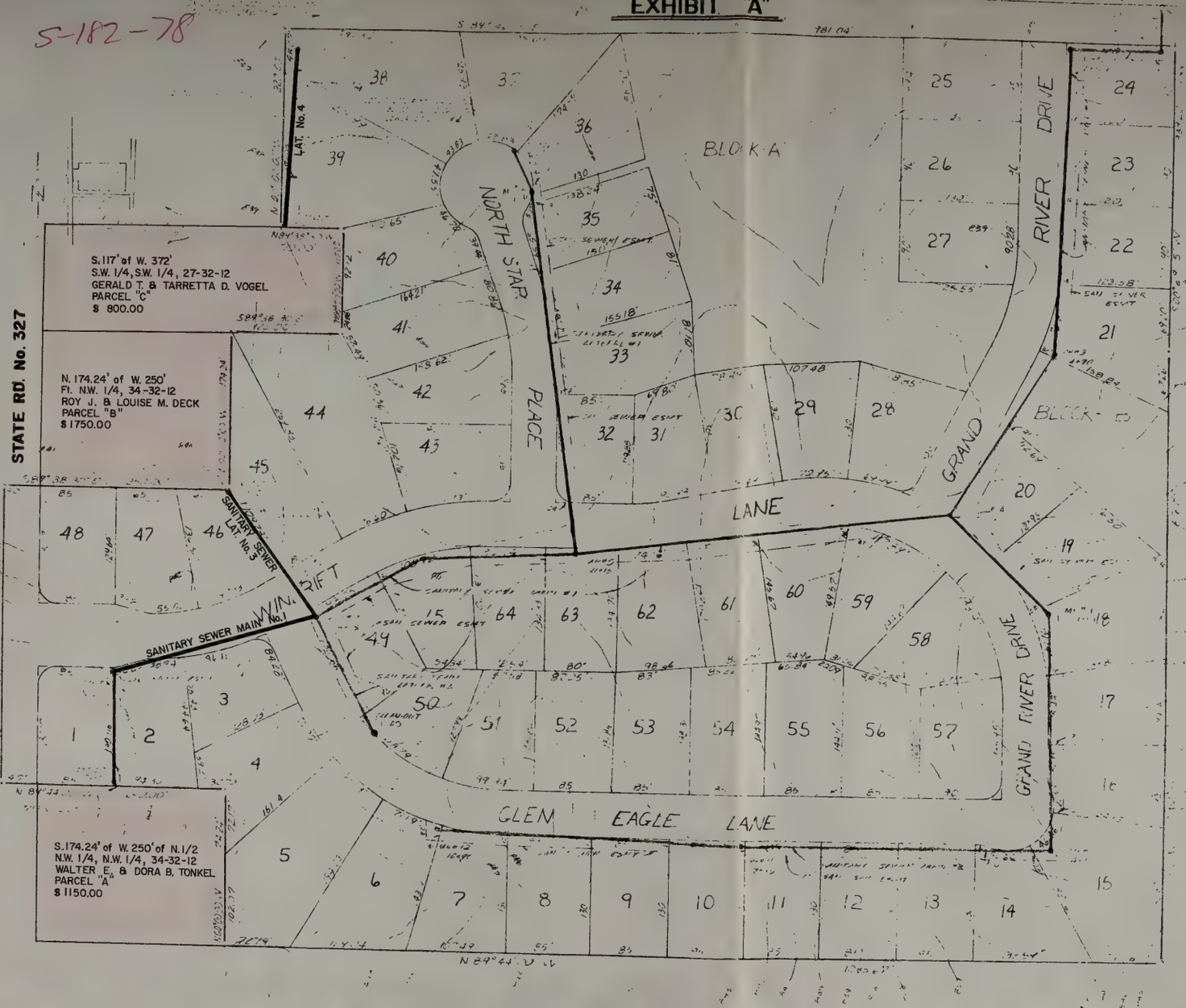
The last Page of this Doc (# 78-32941) is a copy. Before recording this Doc, we advised them that it would not film clearly, So therefore we will not be able to certify to it.

10-16-78

S-182-78

EXHIBIT "A"

S-182-78



— APPROVED —

The approval of these drawings does not release the contractor from responsibility for details, dimensions and Utilities not shown on the plans. A special sewer agreement or permit is necessary before any work is started. This approval shall terminate at one (1) year from the date hereon.

WATER POLLUTION CONTROL ENGR. DEPT.
ROOM 700 – CITY-COUNTY BLDG.
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

Date: 7/6/78
Chief Engr.: [signature]
Reviewed by: D. SMALLEY

ENGINEERS and SURVEYORS

WINDRIFT SEC. I

7 75

0-19 66-149-22 9/6/78

1978 SEP 11 AM 9:23
ALLEN COUNTY RECORDER
Jane E. Eckart

GENERAL RELEASE 78- 28308

This agreement, made this 6 day of September, 1978, by and between CITY UTILITIES, a public utility organized pursuant to Indiana Statutes regarding Municipal Corporation, and JOSEPH J. DAHM and EDWARD M. DAHM, WITNESSETH:

WHEREAS the Office of the Board of Works of the City of Fort Wayne condemned for sewer easement purposes a right of way across, through and under a portion of Lot #25 Squires Second Addition and space bounded by Winter Street on the West, Anthony Boulevard on the East, Squires Second Addition on the South and Meyers Farm Acres on the North, all as adopted on August 30, 1962, confirmed September 20, 1962 and shown in Street Opening Record 8, page 517, which sewer easement condemnation is recorded as of June 21, 1965 on Plat Record 28, page 151; and

WHEREAS it has been determined that a portion of the sewer existing in said easement right of way which was installed under local Sewer Resolution 709-62 is of no further value and serves no further utility;

NOW THEREFORE, in consideration of the payment of Ten Dollars ($10.00), paid by Joseph J. Dahm and Edward M. Dahm, to City Utilities, the receipt whereof is hereby acknowledged, City Utilities hereby releases and abandons to Joseph J. Dahm and Edward M. Dahm that portion of the existing sewer and easement described as follows, to wit:

> The North 56 feet of the sewer easement, recorded June 21, 1965 in Plat Record 28, page 151 of the City of Fort Wayne, lying North and West of the SE corner of the East 1/2 of the SE 1/4 of Section 24, T 30N, R 12E in Allen County, Indiana,

with the intention of terminating said sewer and easement;

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective individual and corporate names

DULY ENTERED FOR TAXATION
SEP 11 1978
Jean D. Uebelhaer
AUDITOR OF ALLEN COUNTY

Return to City Box

INSTRUMENT # 8537

1.50

and have, in the case of such corporate names, attached their corporate seal on this the day and year first above written.

Board of Public Works
for
CITY UTILITIES

Joseph J. Dahm

By Henry P. Wehrenberg

Edward M. Dahm

By Ethel H. LaMar

By May G Scott

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph J. Dahm and Edward M. Dahm and acknowledged that they signed said instrument as their voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 30th day of August, 1978.

Thomas J. Blee Notary Public
A resident of Allen County, Indiana

My commission expires:
July 4, 1979.

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

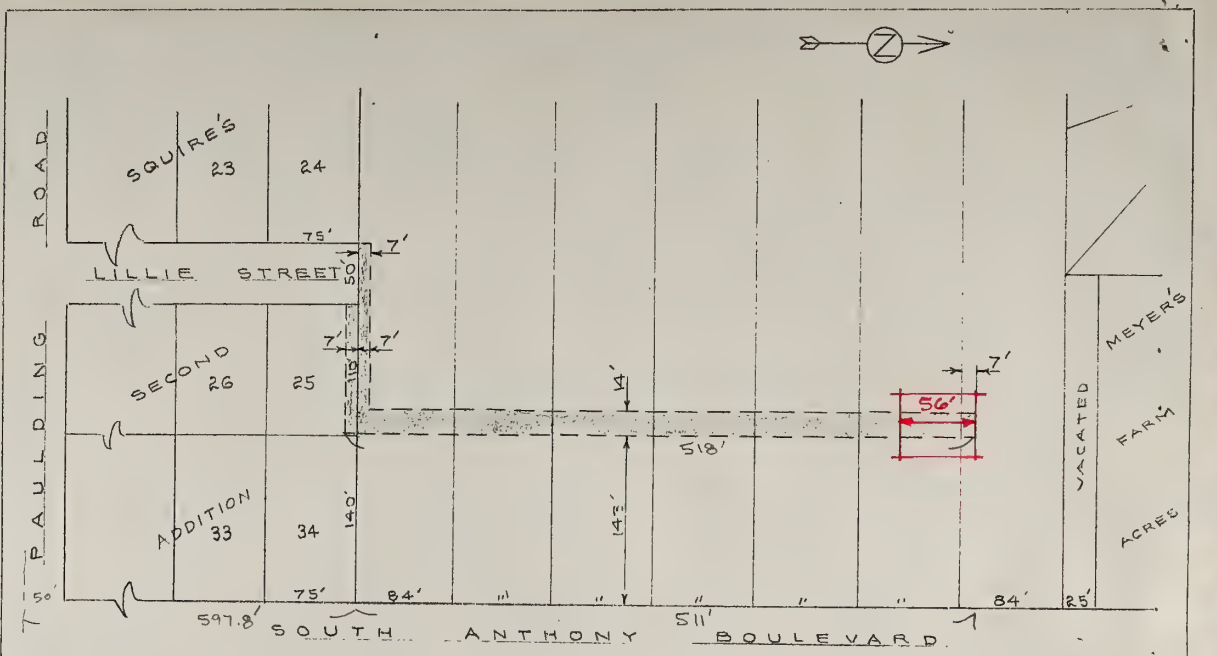
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named, Henry P. Wehrenberg, Ethel H. LaMar, and May G. Scott, to me personally known to be the members of the Board of Public Works, and acknowledged that they signed and sealed said instrument as their voluntary act and deed and as the voluntary act and deed of said Corporation, of which they are its duly authorized officers.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 6 day of September, 1978.

Anne J. Fox
ANNE J. Fox Notary Public
A resident of Allen County, Indiana

My commission expires:
3/6/80.

This instrument prepared by Thomas J. Blee, Attorney at Law.



PLAN SHOWING A PROPOSED EASEMENT FOR THE AREA WEST OF SOUTH ANTHONY BOULEVARD BETWEEN SQUIRE'S SECOND ADDITION AND MEYER'S FARM ACRES.

1087

Beginning at the northwest corner of Lot No. 25, Squire's Second Addition to the City of Fort Wayne; thence south along the west line of said Lot No. 25, a distance of 7 feet; thence east and parallel to the north line of said Lot No. 25, a distance of 107 feet; thence north by deflection left of 90 degrees, a distance of 518 feet; thence west by deflection left of 90 degrees, a distance of 14 feet; thence south by deflection left of 90 degrees, a distance of 504 feet; thence west by deflection right of 90 degrees, a distance of 143 feet; thence south by deflection left of 90 degrees, a distance of 7 feet; thence east by deflection left of 90 degrees, a distance of 50 feet to the point of beginning.

DECLARATORY RESOLUTION No. 1087 1962

For the ~~Vacation Opening~~ Condemnation of right of way for ~~utility purposes~~ sewer easement purposes across, through and under a portion of Lot No. 25, Squire's Second Addition and space bounded by Winter Street on the west, Anthony Boulevard on the east, Squire's Second Addition on the south and Meyer's Farm Acres on the north.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for sewer easement purposes across, through and under a portion of Lot No. 25, Squire's Second Addition and space bounded by Winter Street on the west, Anthony Boulevard on the east, Squire's Second Addition on the south and Meyer's Farm Acres on the north, more particularly described as follows:

(SEE ATTACHED SHEET)

All as shown by a plan of such proposed ~~Vacation Opening~~ Condemnation of right of way for sewer purposes as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana

The cost of said ~~Vacation Opening~~ Condemnation of right of way for sewer ~~utility~~ purposes shall be assessed against the property beneficially affected thereby.

The property which may be injuriously or beneficially affected by such ~~Vacation Opening~~ Condemnation of right of way for sewer ~~utility~~ purposes is described as follows: Lot No. 25, Squire's Second Addition and space bounded by Winter Street on the west, Anthony Boulevard on the east, Squire's Second Addition on the south and Meyer's Farm Acres on the north.

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5) % per annum. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from the said property owner or owners, or for the payment of any bond or bonds, except for such moneys as shall have been actually received by the City from the assessments for such property damages as said City is by said above entitled act required to pay. All proceedings had in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

~~The vacation of the above described~~ _____ shall be subject to an easement for the use of the City of Fort Wayne, Indiana, and other ~~public utilities for their~~ construction and maintenance of sewers, ~~water mains, gas mains, electric pole lines and conduits, telephone and telegraph pole lines and conduits.~~

All Streets, lots and lands affected by the above described condemnation are situated in the southeast quarter of Section Twenty-four, Township 30 north, Range 12 east and lie wholly within the corporate limits of the City of Fort Wayne, Indiana.

ADOPTED THIS _____ DAY OF _____ 19____

Attest:

Secretary Board of Public Works.

Board of Public Works.

66-146-21 H.I.
8/28/78

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5816 - 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) CREIGHTON AVE. - From the west curb line of Harrison Street to a point 100 ft. west of the west property line of South Wayne Avenue.

(2) PONTIAC STREET - From the east pavement line of Pioneer Street to the east curb line of Coliseum Blvd. south.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 28 day of August, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

66-144-13 H.I.
8/28/78

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 1978, by and between the State of Indiana, acting by and through the Indiana State Highway Commission, hereinafter referred to as the STATE, and the City of Fort Wayne, Indiana, acting by and through the Board of Public Works of the City of Fort Wayne, hereinafter referred to as the CITY.

WITNESSETH

WHEREAS, the STATE has authority to expend funds on the streets that are part of the state highway system in the several municipalities in the State of Indiana, and

WHEREAS, any city or town of the State of Indiana is authorized to cooperate with the STATE in the construction of such streets in the state highway system, and to enter into agreements as to contributions for meeting the cost of construction thereof, and

WHEREAS, in the interest of public safety and convenience the CITY desires to construct a proposed improvement of Fernhill Avenue, in the City of Fort Wayne, and

WHEREAS, in the interest of public safety and convenience the parties hereto desire to cooperate in the construction and financing of the proposed improvement of Northrop Street (State Road 3), at the intersections with Fernhill Avenue and Wells Street, in conjunction with the proposed improvement of Fernhill Avenue.

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the parties hereto agree as follows:

1. The CITY will, at its expense, prepare plans, specifications, special provisions, and estimates adequate for obtaining competitive bids and for a construction contract for the improvement of Fernhill Avenue; and the improvement of Northrop Street at the intersection with Fernhill Avenue and the intersection with Wells Street.

2. The final plans, specifications and special provisions as prepared and assembled by the CITY, shall be subject to approval by the STATE, through its respective and proper authorities, and no changes shall be made in the plans, specifications or special provisions without the written consent of the party affected by the change.

3. The CITY will advertise for bids, and upon receipt of an acceptable proposal, shall award the contract therefore, subject to the approval of the STATE.

4. The CITY will acquire at CITY'S costs, all of the right-of-way necessary for the project.

The CITY will prepare the necessary grants and/or deeds for each of the parcels, and shall submit these to the STATE for review and approval before proceeding with the acquisition of right-of-way on Northrop Street.

The CITY will certify that no relocation of families, businesses or charitable organizations were involved.

5. The CITY agrees that utility easements are considered to be an interest when purchasing the necessary rights-of-way; the CITY will be responsible for reimbursing utilities for any adjustments involving a compensable land right.

Any utility mains, lines or other facility lying within any public right-of-way involved in this project shall be adjusted by the CITY as needed without any costs to the STATE.

Plans showing the proposed work affecting utilities shall be sent by the CITY to each utility and the CITY shall furnish the STATE with copies of the letters transmitting their plans to the utilities.

The CITY shall call a preconstruction conference with the STATE, CITY and Contractor and involved Utilities at which time all problems and conflicts for both CITY and STATE will be discussed.

6. Opportunity for public involvement and public hearings will be afforded by the CITY as required. Any necessary Environmental Impact and related Statements will be prepared by the CITY. Assistance of the STATE will be provided as necessary.

7. All costs for advertising for and receiving bids for construction, construction engineering, and construction inspection shall be borne by the CITY at no cost to the STATE.

8. The STATE will bear the costs, but not to exceed $135,000.00, of the actual construction cost of the following work as shown on the plans as prepared by the CITY:

a. Improvement of the roadway on Northrop Street from Station 26 + 95 to Station 35 + 70 (Line C), and from Station 49 + 80 to 52 + 47 (Line C)

b. Replacement of street lighting on Northrop Street

c. Traffic signal installation at the Northrop Street and Fernhill Avenue intersection

d. The concrete headers constructed or extended at the grade crossing of the Consolidated Rail Corporation at Station 34 + 47.4 Line C.

If the cost of construction is greater than $135,000.00, such excess costs shall be borne solely by the CITY.

The construction cost shall be interpreted to mean the cost of materials furnished and labor performed at the unit prices set out in the itemized proposal of the contractor to whom the work shall be awarded by the CITY; and the cost of such additional work or materials as may be authorized in writing by the CITY, subject to the approval of the STATE.

From time to time during the progress of construction of the improvement, the CITY will bill the STATE and the STATE will pay the CITY for costs of construction based on completed work as approved by the STATE.

Upon completion of the construction of the improvement, and after final quantities are determined, the CITY will bill the STATE and the STATE will pay the CITY any remaining portion of the STATE'S share of the cost of construction.

When submitting invoices for payment, the CITY will certify that services and material invoiced have been completed in accordance with the plans and specifications. Payment by the STATE will be by warrant payable jointly to the CITY and the CITY'S contractor.

9. The CITY shall provide competent and adequate engineering and inspection service to insure the performances of the work in accordance with construction contract, plans and specifications.

During construction of the project, the STATE may inspect the work at any time as it progresses to insure that the completed work is in accordance with the plans and specifications.

10. The STATE will relocate the existing signals and reconstruct the grade crossing over the tracks of the Consolidated Rail Corporation on Northrop Street, at Station 34 + 47.4, Line C. This work will be performed for the STATE by the Consolidated Rail Corporation in

accordance with a force account agreement between the STATE and the railroad. This work is not included in the plans prepared by the CITY for the improvement of Northrop Street, or in the construction contract to be let by the CITY.

All costs involved in the relocation of the signals and reconstruction of the grade crossing will be borne by the STATE at no cost to the CITY; and the costs are not included in the $135,000.00 limit of the STATE'S payment set out in Section 8 above.

11. The STATE reserves the right to reallocate the funds set aside for the carrying out of this agreement and to use such funds elsewhere upon the failure of the CITY to perform the acts so required by this agreement.

12. The CITY agrees to hold harmless and indemnify the State of Indiana and the Indiana State Highway Commission from any and all liability for any act or omission committed, suffered to be committed, or omitted to be done by any office, agent, employee, servant or contractor of the CITY in relation to the rights and duties of the CITY under this contract.

THIS AGREEMENT shall be binding upon the parties hereto and their successors or assigns.

IN WITHESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized.

THE CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

By _____

By Kenny P. Wehrenberg

By Paul W. Lama

By Mary G. Scott

THE STATE OF INDIANA
THE INDIANA STATE HIGHWAY COMMISSION

By Roger F. Marsh
Executive Director

Attest:

Secretary to Commission

APPROVED AS TO LEGALITY AND FORM

Theodore L. Sendak
Attorney General

AUG 10 1978

This instrument is prepared by:

D. O. Epp
Engineer of Consulting Services

A C K N O W L E D G M E N T

State of INDIANA County of ALLEN, SS:

Before me, the undersigned Notary Public in and for said County personally appeared HENRY P. WEHRENBERG, Chairman; ETHEL H. LAMAR, Member; and MAX G SCOTT, Member; BOARD OF PUBLIC WORKS - CITY OF FORT WAYNE, INDIANA
Name of signers, their official capacity and agency name

and each acknowledged the execution of the foregoing agreement on this 21 day of JULY, 1978.

Witness my hand and seal the said last named date.

My Commission Expires: March 6, 1980.

Anne J. Fox
Notary Public, ANNE J. FOX
Resident of Allen County.

A C K N O W L E D G M E N T

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared Roger F. Marsh, Executive Director of the Indiana State Highway Commission and acknowledged the execution of the foregoing agreement on this 27th day of July, 1978.

Witness my hand and seal the said last named date.

My Commission Expires

April 18, 1979
I Reside in Morgan Co.

Debra Anne Myrick
Notary Public

STATE OF INDIANA

INDIANA STATE HIGHWAY COMMISSION
100 North Senate Avenue
Indianapolis, Indiana 46204

INDIANAPOLIS
Room 1101, State Office Building
317-633-5816

8/28/78

August 15, 1978

NOTED
BOARD OF PUBLIC WORKS
☐ H.P.W.
☐ E.H.L.
M.G.S.
Date

RECEIVED
AUG 25 1978

Honorable Robert E. Armstrong
Mayor of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Subject: City-State Agreement
Fort Wayne
SR-3 Northrop Street at
Fernhill Avenue

Dear Mayor Armstrong:

Attached for your records is an original signed copy of a fully executed agreement, dated August 10, 1978, between the City of Fort Wayne and the Indiana State Highway Commission providing for joint participation in the cost of the improvement of Northrop Street (S.R. 3).

Very truly yours,

G. K. Hallock
Chief Highway Engineer

GKH:DOE:sl
Agreements *
cc: Mr. Marsh
Mr. Dumas
Mr. Hallock
Mr. Frick
Mr. Lucas
* Mr. Smitherman
* Mr. Payne (Attn: Mr. Bender)
* Mr. Owens
* Mr. Yoder
* Mr. Brossart
* Mr. Bell
* Mr. Hawk
* Mr. Morris
* Mr. Ritman (Attn: Mr. Wiese)
* Mr. Wewe
* File

0-58 66-144-8 8/28/78

1978 OCT 16 AM 10:45
ALLEN COUNTY RECORDER
Irene E. Lockhart

78- 32899

AMENDMENT

SEWER EASEMENT RESOLUTION NO. 160-78

See: 66-93-29 H.I. 7/17/78

WHEREAS, the City of Fort Wayne has obtained a voluntary Grant of Easement from Robert C. and Verna O. Werkman for real estate as described in Permanent Easement "A" and Temporary Easement "A" of said Resolution and which is identified as Instrument #78-20984; and

WHEREAS, it is no longer necessary to include said real estate in said Sewer Resolution:

NOW, THEREFORE, Sewer Easement Resoltuion No. 160-78 is hereby amended by deleting Permanent Easement "A" and Temporary Easement "A" from said Resolution.

DULY ENTERED FOR TAXATION

OCT 16 1978

Jean D. Nebelsick
AUDITOR OF ALLEN COUNTY

Adopted August 28, 1978.

Henry P. Wehrenberg

Edward N. Dalman

Mary G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

INSTRUMENT 9903

454

RECEIVED
OCT 19 1978
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

OFFICE OF
BOARD OF PUBLIC WORKS

FORT WAYNE 2, INDIANA

Date October 10, 1978

To PHIL BOLLER - WPC Engr. Dept.

Subject Sewer Easement Res. 160-78 and Amendment to Sewer Easement

Attached are originals of subject for your recording and return to us for our Minute Record Book.

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

AJF

attachments

BOARD OF PUBLIC WORKS
OCT 20 1978
RECEIVED

NOTED
☐ H.P.W.
☐ E.H.L.
☐ M. G. S.

Signed _____ Date _____

Reply:

October 19, 1978

As requested, attached is subject sewer easement Resolution #160-78 with amendment as recorded by Instrument #78-32899.

Philip R. Boller, P.E.
Chief Water Pollution Control Egnineer

PRB/WS/eg
Attachment

Signed _____

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY

80

J-10 66-140-8 8/23/78
66-140-8

Re: JC Kath Memorial Youth Center San. Sewer

78- 26786

ESTABLISHMENT OF EASEMENT

1978 AUG 29 AM 8:00
ALLEN COUNTY RECORDER
Jane E. Schutt

THIS INDENTURE WITNESSETH THAT:

The City of Fort Wayne's Board of Public Works, acting as duly authorized agents that have the authority to conduct City business on land owned by said City of Fort Wayne, hereby establishes the following described permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line along and across the following described real property, located in Allen County, State of Indiana, to wit:

PERMANENT EASEMENT:

the south 50 feet of lot #23 in Block 26 of Rockhill Heir's Addition as recorded in the Recorder's Office of Allen County.

EXECUTED THIS 23 DAY OF August 1978.

Henry P. Wehrenberg
Henry Wehrenberg, Chairman

DULY ENTERED FOR TAXATION
AUG 29 1978
Jane D. Uebelhoer
AUDITOR OF ALLEN COUNTY

Ethel W. Lamar
Ethel Lamar

Max G Scott
Max G Scott

STATE OF INDIANA
SS:
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared
who acknowledged the execution of the foregoing Establishment of Easement as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23 day of August 1978.

Anne J. Fox
Notary Public
Resident of Allen County

MY COMMISSION EXPIRES:
3/6/80

This instrument prepared by: Philip R. Boller

Fee - 7061

INSTRUMENT L 7982

2.50 MN

Memorandum

To BOARD OF PUBLIC WORKS Date AUGUST 17, 1978

From PHILIP R. BOLLER

Subject GRANTING OF A SEWER EASEMENT FOR OPTOMIST CLUB YOUTH CENTER

COPIES TO:

BOARD OF PUBLIC WORKS
RECEIVED
AUG 17 1978

Attached is the requested Establishment of Easement for Lot #23 of Rockhill Heir's Addition, based on the information received from the Board of Works that said property is presently owned by the City of Fort Wayne.

Once you have executed this Easement, please return to this department for our recording.

P.R.Boller
DE

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/ca

Att.

NOTED
H.P.W.
2ND E.H.L.
M.G.S.

66-140-8
8/23/78

Memorandum

To PHIL BOLLER, WPC ENGINEERING Date August 15, 1978

From BOARD OF WORKS

Subject GRANTING OF A SEWER EASEMENT FOR OPTOMIST CLUB YOUTH CENTER

COPIES TO:

STEVE HILL
ETHEL WATSON

SEE ATTACHED COPY OF REQUEST FROM R. STEVEN HILL, FOR BOARD OF WORKS TO GRANT EASEMENT ACROSS PROPERTY ON WHEELER STREET BY NEIGHBORHOOD CARE, INC.

PLEASE PREPARE SAID INSTRUMENT FOR EXECUTION BY BOARD OF WORKS.

/tg

Memorandum

To Henry Wehrenberg, Board of Works Date August 8, 1978

From R. Steven Hill, CD & P

Subject Granting of a sewer easement for Optimist Club Youth Center

COPIES TO:
Beer
Stumpf
Zisla
Burrus
Snyder
Watson
Norby
Miller
File

Neighborhood Care, Inc. recently acquired a parcel of property on Wheeler Street with the City of Fort Wayne being the owner of record. This parcel is adjacent to property purchased by the Optimist Club for the J. C. Korh Memorial Youth Center. The property is to be improved as park land and maintained by the Nebraska Association through an agreement with the Park Department.

In order to attach the Center's sewer to the sewer in Wheeler Street it is necessary to cross the City property. Our Department has no objection to the granting of the easement for such a purpose and respectfully requests that it be considered.

Thank you for your attention to this matter.

BOARD OF PUBLIC WORKS
RECEIVED
AUG 10 1978

NOTED
☐ H.P.W.
E.H.L.
M.G.S.
Date

81

66-133-22 S-152-78 ✓

CONTRACT H. I. 8-16-28

THIS AGREEMENT, made and entered into this 16th day of August, 19 78, by and between CITIZENS CABLE OF FORT WAYNE, INC., hereinafter called "Franchisee" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called "City."

WITNESSETH: City hereby grants a nonexclusive franchise to Citizens Cable of Fort Wayne, Inc., to construct and operate and maintain a Cable Communications System in the City of Fort Wayne, Indiana, for a period of fifteen years from the effective date of General Ordinance G-20-78 and Franchisee agrees to construct and operate said Cable Communications System in the City of Fort Wayne all in accordance with the terms of this Contract.

It is further agreed by and between the parties that this Contract is composed of the following:

1. GENERAL ORDINANCE OF THE CITY OF FORT WAYNE, G-27-77
2. BID PROPOSAL OF CITIZENS CABLE OF FORT WAYNE, INC.
3. RESOLUTION 66-88-12 OF BOARD OF PUBLIC WORKS AWARDING SAID FRANCHISE
4. GENERAL ORDINANCE OF THE CITY OF FORT WAYNE, G-20-78 AWARDING SAID FRANCHISE TO CITIZENS CABLE OF FORT WAYNE, INC.
5. PERFORMANCE BOND IN AMOUNT OF $100,000.
6. ACCEPTANCE BY FRANCHISEE,

all of which are incorporated herein and made a part hereof.

To each of the conditions and stipulations in this Contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set out hands this 16th day of August, 19 78.

CITIZENS CABLE OF FORT WAYNE, INC.

BY: John J. Bonsib
JOHN BONSIB, PRESIDENT

BY: Thurber M. Foreman
THURBER M. FOREMAN, CORPORATE SECRETARY

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ATTEST:

Ursula Miller
URSULA MILLER, SECRETARY AND CLERK

Henry P. Wehrenberg
HENRY P. WEHRENBERG, CHAIRMAN

Ethel H. LaMar
ETHEL H. LAMAR, MEMBER

Max G Scott
MAX G SCOTT, MEMBER

APPROVED IN FORM AND LEGALITY

William Salin
WILLIAM SALIN, CITY ATTORNEY

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

Before me, a Notary Public in and for said County and State, personally appeared Thurber M. Foreman, as Secretary-Treasurer of Citizens Cable of Fort Wayne, Inc., a corporation organized and existing under the State of Indiana and acknowledged the execution of the foregoing acceptance for and on behalf of said corporation. Witness my hand and notarial seal this 24th day of July, 1978.

(D. Neal Barronton) Notary Public

Resident of DeKalb County, Georgia

My Commission Expires:
Notary Public, Georgia, State at Large
My Commission Expires Feb. 3, 1981

RECEIPT

William N. Salin, as City Attorney of the City of Fort Wayne, hereby acknowledges receipt of the foregoing acceptance this 24 day of July, 1978.

(William N. Salin)

ACCEPTANCE OF FRANCHISE

Citizens Cable of Fort Wayne, Inc. hereby accepts the franchise granted to it by the City of Fort Wayne, Indiana, to construct, operate and maintain a cable communications system within the City of Fort Wayne, Indiana, for a period of fifteen years.

Citizens Cable of Fort Wayne, Inc. further accepts General Ordinance No. G-27-77 as amended of the City of Fort Wayne and all of the terms, conditions and provisions of said Ordinance and agrees to abide by, observe and perform all of the terms, conditions and provisions of said Ordinance.

Citizens Cable of Fort Wayne, Inc. hereby declares that the statements and recitals set forth in said Ordinance are correct and that Citizens Cable of Fort Wayne, Inc. does hereby make all of the agreements, statements and admissions required by the terms of and under said Ordinance.

IN WITNESS WHEREOF, Citizens Cable of Fort Wayne, Inc. has caused this acceptance to be executed this 24 day of July, 1978.

CITIZENS CABLE OF FORT WAYNE, INC.

BY: John F. Bonsib
(John F. Bonsib)
Its President

ATTEST:

(Thurber M. Foreman)
Its Secretary-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared John F. Bonsib, as President of Citizens Cable of Fort Wayne, Inc., and acknowledged the execution of the foregoing acceptance for and on behalf of said corporation. Witness my hand and notarial seal this 24th day of July, 1978.

Frederick A. Beckman
(Frederick A. Beckman) Notary Public

Resident of Allen County, Indiana

My Commission Expires:

October 23, 1979

SAFECO

HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 4666

KNOW ALL MEN BY THESE PRESENTS:

That **SAFECO Insurance Company of America** and **General Insurance Company of America**, each a Washington corporation, does each hereby appoint

----------ALICE ALBANO ----------

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby in amounts or penalties not exceeding the sum

of ONE MILLION AND NO/100 ---------- DOLLARS ($ 1,000,000.00)

IN WITNESS WHEREOF, SAFECO Insurance Company of America and **General Insurance Company of America** have each executed and attested these presents

this 20th day May, 19 75.

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss

On this 3rd day of August, 1978, before me personally appeared Alice Albano, known to me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA or FIRST NATIONAL INSURANCE COMPANY OF AMERICA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Cook
County of

(Seal)

Commission Expiration Date Sept. 30, 1981

S-230 R3 10/72

PRINTED IN U.S.A.

[illegible], Vice President and Secretary of **SAFECO Insurance Company of America** and of **General Insurance Company of America**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a power-of-attorney issued pursuant thereto, are true and correct, and that the By-Laws, the Resolution and the power-of-attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set may hand and affixed the seal of said corporations

this 3rd day of August, 19 78.

RECEIVED
BOARD OF PUBLIC WORKS
CITY OF FT. WAYNE, IND.
AUG 15 1978
SEC'Y

S-975 R4 8/77

PRINTED IN U.S.A.

SAFECO

PERMIT BOND

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

RECEIVED
BOARD OF PUBLIC WORKS
CITY OF FT. WAYNE, IND.
AUG 15 1978
SEC'Y

Bond No. 2802899

Cox Cable Communications, Inc.
D/B/A Citizens Cable of Fort Wayne, Inc.

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and the SAFECO INSURANCE COMPANY OF AMERICA, a Washington corporation, as Surety, are held and firmly bound unto City of Fort Wayne, Indiana
_____, as Obligee,
in the sum of One Hundred Thousand and NO/100---------- Dollars ($ 100,000.00-----)
for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd day of August, 19 78

THE CONDITION OF THIS OBLIGATION IS SUCH, That *WHEREAS*, the Principal has been or is about to be granted a license or permit to do business as to construct, operate and maintain a CATV System in accordance with Ordinance No. G-27-77 for the City of Fort Wayne, Indiana by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, 19 ___, or until the date of expiration of any Continuation Certificate executed by the Surety
   - OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Cox Cable Communications, Inc. D/B/A
Citizens Cable of Fort. Wayne, Inc.
Principal

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

Countersigned by:
Angelo J. Auda
Angelo J. Auda Ind. Resident Agent

William A. Peters
SAFECO INSURANCE COMPANY OF AMERICA
By Alice Albano
Alice Albano
Attorney-in-Fact

S-1235 R6 9/76

PRINTED IN U.S.A.

ACORD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Fred S. James & Company of Georgia
400 Fulton Federal Building
Atlanta, Georgia 30303

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — Continental Casualty Company
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

NAME AND ADDRESS OF INSURED

Citizens Cable of Fort Wayne
c/o Cox Cable Communications
53 Perimeter Center East
Atlanta, Georgia 30346

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** [X] COMPREHENSIVE FORM [X] PREMISES—OPERATIONS [X] EXPLOSION AND COLLAPSE HAZARD [X] UNDERGROUND HAZARD [X] PRODUCTS/COMP.-ETED OPERATIONS HAZARD [X] CONTRACTUAL INSURANCE [X] BROAD FORM PROPERTY DAMAGE [X] INDEPENDENT CONTRACTORS [X] PERSONAL INJURY	CCP 1901781	4/1/79	BODILY INJURY	$ 1M	$ 1M
				PROPERTY DAMAGE	$ 100	$ 100
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
A	**AUTOMOBILE LIABILITY** [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	CCP 1901772	4/1/79	BODILY INJURY (EACH PERSON)	$ 300	
				BODILY INJURY (EACH OCCURRENCE)	$ 1 M	
				PROPERTY DAMAGE	$ 100	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	WC 3453813	4/1/79	STATUTORY		
					100	EACH ACCIDENT
	OTHER					

BOARD OF PUBLIC WORKS FT. WAYNE, IND. JUL 31 1978 SECY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Board of Public Works
City of Fort Wayne
City-County Building
1 Main Street
Ft. Wayne, Ind. 46802

DATE ISSUED July 17, 1978

J. Pezzalla

AUTHORIZED REPRESENTATIVE

ACORD 25 (Ed 2 77)

66-133-23 H.I.
8/16/78

RESOLUTION OF
BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE

WHEREAS, this Board has heretofore determined that certain improvements and extensions to the Water Works are necessary and has caused to be prepared by McNamee, Porter and Seeley, Inc., Consulting Engineers of Ann Arbor, Michigan, and the Water Engineering Department of the City of Fort Wayne, plans and specifications for said improvements and extensions, which plans and specifications have been approved by the Board and by all governmental authorities having jurisdiction, particularly the Stream Pollution Control Board of the State of Indiana, and the State Board of Health; and

WHEREAS, this Board has heretofore received bids for the construction of said improvements and extensions, and on the basis of the lowest and best bids received and estimates made by said engineers, the Board finds that the total cost of said improvements and extensions, including contingencies, engineering, and other expenses, will be $17,600,000, itemized as follows:

I. Construction Cost Based on Low Bids Received August 9, 1978	
A. Contract 77-W-2, Filtration Plant Additions	$ 14,728,000
B. Contract 77-W-3, St. Joseph Dam and Pump Station Additions	789,500
C. Contract 77-W-4, For Furnishing Centrifugal Pumping Unit, Replacement of Motor and Impeller and Accessories at the St. Joe Dam Pumping Station	271,480
Total Construction Cost	$ 15,788,980
II. Construction Contingencies (5% ±)	781,020
III. Engineering	
A. Planning	$ 510,000
B. General Engineering During Construction	270,000
C. Resident Engineering	250,000
Total Engineering Cost	$ 1,030,000
IV. Total Project Cost	$ 17,600,000

NOTE: Engineering Planning fee based on total construction cost including Contract 77-W-1, Wash Water Retention Basin and credits allowed by the engineering contract.

and

WHEREAS, in order to finance said improvements and extensions, it will be necessary to issue revenue bonds in the amount of $18,000,000, payable out of the revenues of the water works of the City; and

WHEREAS, William N. Salin, attorney of Fort Wayne, Indiana, has been employed by this Board to act as counsel in connection with the issuance of said bonds, and said counsel has prepared for consideration by this Board and the Common Council certain data furnished by said engineers and Bernard T. Perry, Certified Public Accountant employed by the City; now therefore,

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

1. That this Board direct Bernard T. Perry and William N. Salin to employ Bond Counsel to prepare a Rate and Bond Ordinance for presentation to the Fort Wayne Common Council and to petition the Public Service Commission of Indiana for approval subject to passage by the Common Council of authorization to issue Water Works Revenue Bonds in the amount of $18,000,000 and to prepare a prospectus and an Official Statement of the City of Fort Wayne in reference to the sale of the Revenue Bonds at public bidding when said Bond Ordinance has been approved by said Common Council and Public Service Commission of Indiana.

Adopted this 16 day of August, 1978.

Henry P. Wehrenberg

Edward W. LaMar

Max P. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

CERTIFICATION

I, Ursula Miller, the duly appointed and acting Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, hereby Certify that the attached Resolution is a true and complete copy of the Resolution adopted by the Board of Public Works on August 16, 1978 as it appears in Minute Record Book 66, Page 133, Item 23.

Ursula Miller

URSULA MILLER, CLERK
BOARD OF PUBLIC WORKS OF
CITY OF FORT WAYNE, INDIANA

Subscribed and sworn to before me a Notary Public this 6th. day of November, 1978.

Elizabeth J. Meyer

NOTARY PUBLIC
RESIDENT OF ALLEN COUNTY, INDIANA

My Commission Expires:

Feb. 12, 1981

62.133-23
8/16/78

original
to Mr Spencer via
then Mr Sallen
12/27/78 of

66-121-12 H.I. 8/7/78

S-128-78 8/22/78

AGREEMENT

THIS CONTRACT made this 4th day of August, 1978, between the City of Fort Wayne, Indiana, an Indiana municipal corporation, by and through its Board of Public Works, (hereinafter BPW), and Bus Huts, Inc., an Indiana corporation, (hereinafter BHI).

1. CONSTRUCTION OF BUS STOP SHELTERS:

BHI shall design, provide plans and specifications for, and erect bus stop shelters at certain bus stop locations in the City of Fort Wayne, Indiana, with such locations being selected in the manner set forth hereinafter. The parties hereto contemplate and intend that approximately 150 or more bus stop shelters shall be erected. BHI will initially erect twenty-five (25) shelters and will only erect additional shelters with BPW's approval.

2. LOCATION OF BUS STOP SHELTERS:

BHI shall erect such bus stop shelters at those locations that are mutually agreed upon by both BHI and BPW. BHI shall regularly consult with the Public Transportation Corporation in choosing the most desirable locations. Prior to erecting any such shelters at any locations, BHI in conjunction with BPW shall secure any necessary approval and or zoning variance that may be required from any governmental entity, including the Fort Wayne City Plan Commission and/or the Fort Wayne Board of Zoning Appeals.

3. BUS STOP SHELTERS TO BE ERECTED ON PUBLIC RIGHT OF WAY AND/OR PRIVATE PROPERTY:

All bus stop shelters shall be erected on public right of ways along the street frontage. Notwithstanding the above, BHI may locate bus stop shelters on private property, provided, however, that BHI shall secure, at its own expense, written leases, authorizations, or grants of easement from the owners of such property, with such leases, authorizations, or grants of easement giving BHI the right to erect and maintain such bus stop shelter on the applicable parcel of real estate.

4. MAINTENANCE OF SHELTERS:

BHI agrees to make semi-weekly inspections of all such shelters, and BHI shall maintain all such bus stop shelters in good condition, including, but not limited to, making all necessary repairs, repainting, and shall replace, at its own expense, any advertising signs which have been destroyed. After receiving notice of any unsanitary condition, state of disrepair, defect, dangerous condition, or any unsightly condition existing in any

bus stop shelter, BHI agrees to forthwith repair, replace, or remove such shelter. If BHI substantially breaches this provision requiring the maintenance of bus stop shelters in good repair and condition, BPW shall have all remedies as are available for substantial breaches of contract, including any right to terminate the contract. BHI shall pay all electrical expenses and service costs incurred by the use of any electrical lighting in any bus stop shelter. BPW agrees to allow and grant to BHI access to and the right to connect up, or tap into, any electrical service which is now or hereafter being furnished to any public street light located in a close proximity to any bus stop shelter, provided, however, BHI agrees to reimburse the BPW for the reasonable costs of such electricity consumed in the operation or lighting of any such bus stop shelters.

5. CONTENTS OF ADVERTISEMENTS:

BHI shall have the full and exclusive right to secure commercial advertisements to be displayed in all bus stop shelters and to receive any monies in revenues derived therefrom. All advertisements secured by BHI shall conform to the standard codes of advertising, and BHI agrees to not display or erect any pornographic or immoral advertising.

6. PAYMENTS

BHI shall pay BPW a semi-annual percentage equal to five (5%) percent of the gross receipts of BHI during the preceding six month period derived from advertisements placed by BHI in or upon all bus stop shelters located on public right-of-ways. The term gross receipts as used herein is hereby defined to mean the receipts from gross rentals of all advertising placed in or upon all bus stop shelters, less any sales tax and related taxes, (excluding any state or federal corporate income tax), whether such sales of advertising be evidenced by check, credit, charge account, or other exchange. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when BHI shall receive payment therefor. Such sum shall be due and payable semi-annually on or before the 45th day after the applicable semi-annual six month period, with the first six months semi-annual period commencing six months after the date of the signing of this Agreement.

7. TERM OF CONTRACT:

The term of this Contract shall be for ten (10) years, commencing on September 1st, 1978, and terminating on August 31st, 1988, unless renewed as hereinafter set forth. BHI shall have the option to extend and renew this Agreement, on the same terms and conditions set forth herein, for one (1) additional period of ten (10) years, to commence on September 1st, , 1988, and to end on August 31st, , 1998. Upon termination of this Contract, BHI may remove any and all bus stop shelters, and BHI shall remove any such bus stop shelters that BPW has in writing requested the removal thereof within 30 days.

8. MAINTENANCE OF BOOKS:

For the purpose of ascertaining the amount payable as provided above, BHI shall keep at its premises accurate accounts of all gross advertising receipts, with these accounts to be entered in a book of permanent nature. BPW shall have the right at all reasonable times to examine the books and records of BHI for the purpose of determining the gross receipts.

9. PUBLIC LIABILITY INSURANCE:

BHI shall, for and during the period of the erection of the bus stop shelters, and the period for which the same are to be maintained and kept in repair by BHI, hold the City of Fort Wayne harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said BHI, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage. BHI shall, at all times, during the terms of this Agreement, carry and maintain in full force and effect public liability insurance in the amount of $500,000.00 covering such bus stop shelters. This policy procurred by BHI shall name the BPW and the City of Fort Wayne as an additional insured. A copy of all such current policy or policies shall be delivered to BPW.

10. COOPERATION WITH PUBLIC TRANSPORTATION CORPORATION:

BHI agrees that in performing all obligations imposed upon it hereunder, including by way of example and not limitation, the selection of any proposed location for the placement of a bus stop shelter and the maintenance of any bus stop shelter, to fully cooperate with the Public Transportation Corporation.

11. If a majority of the homeowners living wholly within a distance of 400 feet in every direction from any such shelter sign a written petition requesting the removal of such shelter, BHI shall remove such shelter forthwith upon receipt of a written request by BPW.

12. DEFAULTS:

If either BHI or BPW fails, neglects or refuses to perform any of its covenants, terms and conditions when and as required under this contract, or if BHI fails, neglects or refuses to make any payment under this contract when due, each party shall have such remedies as are available at law or in equity. BHI shall have fifteen (15) days from the posting of any such notice to correct any default in the payment of any monies agreed to be paid under this contract, and upon failure to correct and cure such default in the payment of monies, BPW shall have the right to terminate this contract.

BUS HUTS, INC.

By: Terrance R. Feichter
Terrance R. Feichter
President

ATTEST:

By: Judith K. Feichter
Judith K. Feichter
Secretary

APPROVED:

Robert E. Armstrong

ROBERT ARMSTRONG, MAYOR
CITY OF FORT WAYNE, INDIANA

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg

Ethel N. LaMar

J. May G. Scott

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

66-120-10 H.I. 84

1/1/78

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5814-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve and repair curbs, sidewalks, and inlets as needed in an area bounded by LaSalle Street on the north, Warsaw Street on the east, Creighton Avenue on the south, and Lafayette Street on the west; also known as the LaRez Community Association Impact Area N.P.I. Phase I.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 7 *day of* August, 1978

ATTEST:

Ursula Miller
Secretary and Clerk

BOARD OF PUBLIC WORKS:

Ethel W. LaMar

Mary J. Scott

CALHOUN PRESS

66-107-14 H.I
7/31/78

EMERGENCY RESOLUTION NO. 66-107-14

WHEREAS, the Board of Public Works deemed it necessary to conduct "Emergency Clean Up" immediately following the Flood Emergency, and

WHEREAS, the City had a valid contract with National Serv-All that provided unit prices;

NOW,THEREFORE, the Board of Public Works hereby declare that a flood Emergency did exist and hereby approves Purchase Order No. 0189 to National Serv-All in the amount of $15,053.65.

Adopted this 31st day of July, 1978.

Edward V. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Millin

Secretary and Clerk

66-106-11 HI 7/31/78

86

SIDEWALK IMPROVEMENT RESOLUTION

No. 5813-78

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct sidewalk on Bowser Avenue from the north property line of Lot 50, Schwiers 2nd Addition to the south property line of Lot 50, Schwiers 2nd Addition also known as 2812 Bowser Avenue to a width of five (5) feet in accordance with City Plans and Specifications all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed upon the real estate abutting on said Bowser Avenue as above described and ~~75%~~ 25% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of ~~five~~ six per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 31 day of July, 19 78

BOARD OF PUBLIC WORKS:

Ursula Miller

Henry P. Wehrenberg

Roy G. Scott

CALHOUN PRESS

66-106-10 H.I.
7/31/78

ACCEPTANCE OF FRANCHISE

Citizens Cable of Fort Wayne, Inc. hereby accepts the franchise granted to it by the City of Fort Wayne, Indiana, to construct, operate and maintain a cable communications system within the City of Fort Wayne, Indiana, for a period of fifteen years.

Citizens Cable of Fort Wayne, Inc. further accepts

68-78-17 H.I.
(66-106-10)
10/1/79

RESOLUTION NO. 68-78-17

WHEREAS, Citizens Cable of Fort Wayne, Inc. d/b/a Fort Wayne Cablevision is a franchisee operating pursuant to provisions of General Ordinance No. G-27-77; and

WHEREAS, Cox Broadcasting Corporation now owns the controlling stock interest (working control) in Fort Wayne Cablevision; and

WHEREAS, in a proposed transaction such working control would be transferred by Cox Broadcasting Corporation to General Electric Company, which transfer, by the terms of Section III (E) (2) of said Ordinance, requires consent of the Board of Public Works and of the Common Council of the City of Fort Wayne; and

WHEREAS, the proposed transfer will involve only a change in the entity having ultimate control of the franchise; and

WHEREAS, such transfer will not result in any change in the franchise itself nor in the management of operation of the cable television system in the City of Fort Wayne; and

WHEREAS, the Board deems General Electric Company more than qualified to assume working control of Fort Wayne Cablevision;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Public Works of the City of Fort Wayne hereby consents to the proposed transfer of Cox Broadcasting Corporation of its interest in Citizens Cable of Fort Wayne, Inc. d/b/a Fort Wayne Cablevision to General Electric Company.

2. It is expressly understood that this consent does not permit Fort Wayne Cablevision to engage in the sale or repair of television receivers.

Adopted this October 1, 1979.

Henry P. Blackenberg
Edward W. LaMar
Mary G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

87

66-106-10 H.I.
7/31/78

ACCEPTANCE OF FRANCHISE

Citizens Cable of Fort Wayne, Inc. hereby accepts the franchise granted to it by the City of Fort Wayne, Indiana, to construct, operate and maintain a cable communications system within the City of Fort Wayne, Indiana, for a period of fifteen years.

Citizens Cable of Fort Wayne, Inc. further accepts General Ordinance No. G-27-77 as amended of the City of Fort Wayne and all of the terms, conditions and provisions of said Ordinance and agrees to abide by, observe and perform all of the terms, conditions and provisions of said Ordinance.

Citizens Cable of Fort Wayne, Inc. hereby declares that the statements and recitals set forth in said Ordinance are correct and that Citizens Cable of Fort Wayne, Inc. does hereby make all of the agreements, statements and admissions required by the terms of and under said Ordinance.

IN WITNESS WHEREOF, Citizens Cable of Fort Wayne, Inc. has caused this acceptance to be executed this 24 day of July, 1978.

CITIZENS CABLE OF FORT WAYNE,

BY: _____
(John F. Bonsib)
Its President

ATTEST:

_____
(Thurber M. Foreman)
Its Secretary-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State personally appeared John F. Bonsib, as President of Citizens Cable of Fort Wayne, Inc., and acknowledged the execution of the foregoing acceptance for and on behalf of said corporation. Witness my hand and notarial seal this 24th day of July, 1978.

_____
(Frederick A. Beckman) Notary Public
Resident of Allen County, Ind

My Commission Expires:

October 23, 1979

City Park 66-104-12 H.I. 7/26/78 88

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5812-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by repair and replacement of curb, sidewalks, and catch basins as needed in an area bounded by Colerick Street on the north, Drexel Avenue on the south, the alley lying between Holton and Reed on the west, and the alley lying between Lillie and Anthony on the east, also known as Oxford Impact Area Phase III.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 26 *day of* July, 1978

ATTEST:
Ursula Miller
Secretary and Clerk

BOARD OF PUBLIC WORKS:
Henry R. Weinberg
Mary G. Scott

CALHOUN PRESS

89

78- 22236 K 66 66-97-16 H.I 1/9/78

S-112-78 7/11/78

1978 JUL 25 AM 10 38

ALLEN COUNTY RECORDER

Sewer E. P. & L.

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT: KENNETH L. MINNICK of Allen County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim, and convey to the CITY OF FORT WAYNE, hereinafter referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana, to wit:

The West 14 feet of the East 218.5 feet of the South 185.0 feet of the Southwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, lying West of the Westerly right-of-way line of Lima Road. TOGETHER WITH an easement for access purposes over the North 7 feet of the above described tract.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED THIS 28th DAY OF September, 1977.

Kenneth L. Minnick

KENNETH L. MINNICK

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kenneth L. Minnick who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of September, 19 77.

Deanna Faust

Deanna Faust (Notary Public)

My Commission Expires:
10-11-81

This instrument prepared by: Philip R. Boller

DULY ENTERED FOR TAXATION

JUL 25 1978

AUDITOR OF ALLEN COUNTY

INSTRUMENT # 6122

Call Jeff
-7061

91

78- 22235

K-66 66-97

S-112-78
7/11/78

1978 JUL 25 AM 10: 37
ALLEN COUNTY RECORDER
June E. Pelz

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT: ARTHUR E. & RUTH M. COAK of Allen County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim, and convey to the CITY OF FORT WAYNE, hereinafter referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana, to wit:

A part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point at the intersection of the South line of said Northwest Quarter and the Westerly right-of-way line of State Road #3; thence West along said South line, 218.5 feet to the point of beginning for the centerline of an easement 14 feet in width; thence by deflection left of 30°-14', a distance of 340 feet to Manhole #72 on the St. Joe Interceptor as built under Recolution #273.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED THIS 24 DAY OF August, 19 78

DULY ENTERED FOR TAXATION
JUL 25 1978
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 6121

Arthur E. Coak
ARTHUR E. COAK

Ruth M. Coak
RUTH M. COAK

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Arthur E. Coak and Ruth M. Coak who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of September, 19 77.

Deanna Faust
Deanna Faust (Notary Public)

Call Jeff -7061

My Commission Expires:
10-11-81

Call Jeff -7061

This instrument prepared by: Philip R. Boller

C 250

78- 22237

K 66 66-96-14 H.I. 7/19/78

S-112-78 7/11/78

92

25 AM 10: 39

RECORDER

E. Plant

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT: NELSON R. MINNICK of Allen County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim, and convey to the CITY OF FORT WAYNE, hereinafter referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana, to wit:

The West 14 feet of the East 218.5 feet of the North 187.0 feet of the South 372.0 feet of the Southwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, lying West of the Westerly right-of-way line of Lima Road. TOGETHER WITH an easement for access purposes over the South 7 feet of the above described tract.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED THIS 28 DAY OF Sept, 1977.

Nelson R. Minnick

NELSON R. MINNICK

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Nelson R. Minnick who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of September, 1977.

Deanna Faust

Deanna Faust (Notary Public)

My Commission Expires:

10-11-81

This instrument prepared by: Philip R. Boller

DULY ENTERED FOR TAXATION

JUL 25 1978

AUDITOR OF ALLEN COUNTY

INSTRUMENT # 6123

Call Jeff -7061

93 -1

168-78

66-96-14 H.I 7/19/78

S-112-78
7/11/78

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT: NELSON R. MINNICK of Allen County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim, and convey to the CITY OF FORT WAYNE, hereinafter referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana, to wit:

The West 14 feet of the East 218.5 feet of the North 187.0 feet of the South 372.0 feet of the Southwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, lying West of the Westerly right-of-way line of Lima Road. TOGETHER WITH an easement for access purposes over the South 7 feet of the above described tract.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED THIS 28 DAY OF Sept, 1977.

Nelson R. Minnick
NELSON R. MINNICK

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Nelson R. Minnick who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of September, 1977.

Deanna Faust
Deanna Faust (Notary Public)

My Commission Expires:
10-11-81

This instrument prepared by: Philip R. Boller

Be. 108-78

66-96-11 H.I.

7/19/78

94

PERMANENT SEWER EASEMENT
RESOLUTION NO. 158-1978

For the condemnation of a permanent easement for the purpose of reconstructing and maintaining a sewer line along and across the Southwest Quarter of Section 29, Township 31, Range 13 East, all of which is totally bounded within Campus Court Addition as recorded by Plat Book No. 26, pages 42-43, in the office of the Allen County Recorder's Office.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent sewer easement purpose to construct, operate, control and maintain a sewer line along and across the Southwest Quarter of Section 29, Township 31, Range 13 East, all of which is totally bounded within Campus Court Addition as recorded by Plat Book No. 26, pages 42-43 in the office of the Allen County Recorder's office.

PERMANENT EASEMENT

The following described permanent easement within Lots 13, 14, 28, 29, 46, 47, 49, 50, 89, 90, 99 and 100 of Campus Court Addition as recorded in Plat Book No. 26, pages 42-43 in the office of the Allen County Recorder's office and particularly described as follows:

The East 7' of Lot No. 13 and the West 7' of Lot No. 14.

The East 7' of Lot No. 90 and the West 7' of Lot No. 89.

The South 7' of Lot No. 28 and the North 11' of Lot No. 29.

The East 10' of Lot No. 47 and the West 10' of Lot No. 46.

The East 7' of Lot No. 49 and the West 7' of Lot 50.

The East 7' of Lot No. 100 and the West 7' of Lot No. 99.

All according to the method and manner provided for in I. C. 18-1-1.5-5 and 14 and I. C. 18-1-7-1 to 11 and the provisions of all acts amendatory thereto and supplemental thereof, including the right of bond assessments as in said law ordered.

ADOPTED THIS 19 DAY OF July, 1978.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBERG, CHAIRMAN

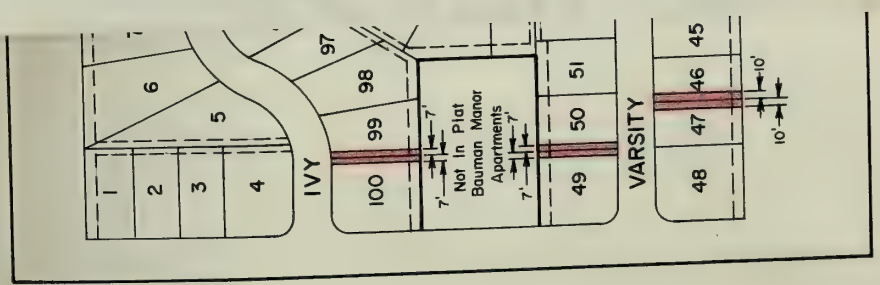
Ethel H. LaMar
ETHEL H. LAMAR, MEMBER

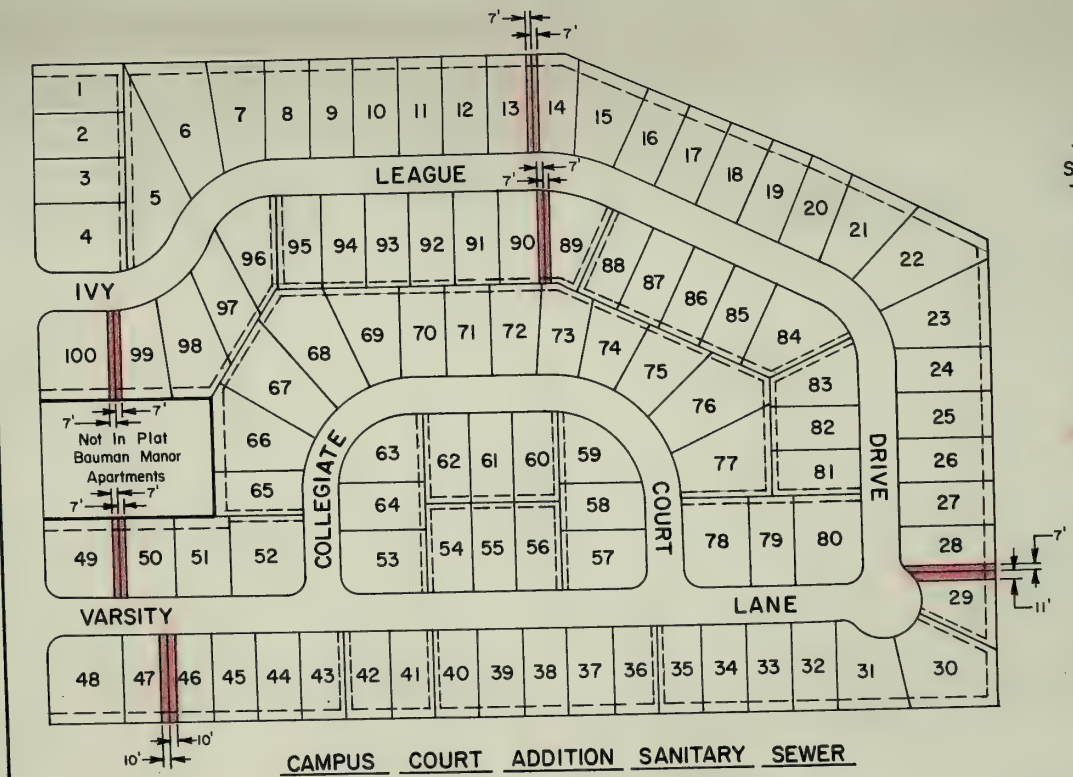
Max G Scott
MAX G SCOTT, MEMBER

ATTEST:

Ursula Miller
URSULA MILLER, CLERK

PREPARED BY PHILIP R. BOLLER





LOCATION

S.W. 1/4 SEC.29
T31N R13E

SCALE 1"=150'

LEGEND

Existing 14' Easement

Proposed Perm. Easement

PHILIP R. BOLLER
REGISTERED
No. 9846
STATE OF INDIANA
LAND SURVEYOR

July 10, 1978

P.R. BOLLER
L.S. 9846

CAMPUS COURT ADDITION SANITARY SEWER

PERMANENT EASEMENT CONDEMNATION

SEWER EASEMENT NO. 158-78 W.O. NO. 79001-A

94

95 11

City Paid

66-95-8 H.I. 7/19/78

AMENDED

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5809-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Greene Street (both sides). This will be known as Hanna Creighton Impact Area Phase II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 19 *day of* July, 1978

ATTEST: Ursula Miller
Secretary and Clerk

BOARD OF PUBLIC WORKS:

Henry P. Uhlenberg

Edward D. Doctor

Mary J. Scott

CALHOUN PRESS

66-93-29 H.I. 7/17/00

O-58 66-144-8 8/28/78

78- 32899

1978 OCT 16 AM 10:45
ALLEN COUNTY RECORDER
Irene E. Shubert

AMENDMENT

SEWER EASEMENT RESOLUTION NO. 160-78

WHEREAS, the City of Fort Wayne has obtained a voluntary Grant of Easement from Robert C. and Verna O. Werkman for real estate as described in Permanent Easement "A" and Temporary Easement "A" of said Resolution and which is identified as Instrument #78-20984; and

WHEREAS, it is no longer necessary to include said real estate in said Sewer Resolution:

NOW, THEREFORE, Sewer Easement Resoltuion No. 160-78 is hereby amended by deleting Permanent Easement "A" and Temporary Easement "A" from said Resolution.

DULY ENTERED FOR TAXATION

OCT 16 1978

Joan D. Kabelkoer
AUDITOR OF ALLEN COUNTY

Adopted August 28, 1978.

Henry R. Webenberg

Edward N. Ba Mar

Mary J. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

INSTRUMENT # 9903

458 TC

Call Bill 7061

66-93-29 H.I. 7/17/78

SEWER EASEMENT RESOLUTION 160-78

PERMANENT AND TEMPORARY

For the condemnation of Permanent and Temporary Sewer Easements for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of Section 1, Township 31 North, Range 12 East, bounded on the north by a line 800± LF south of and parallel to the centerline of Dupont Road; bounded on the east by a line 1320± LF west of and parallel to the east line of Section 1, Township 31 North, Range 12 East; bounded on the south by a line 150± LF south of and parallel to the East - West centerline of Section 1, Township 31 North, Range 12 East; bounded on the west by the east line of the Northwest ¼ of Section 1, Township 31 North, Range 12 East.

Resolved by the Board of PUblic Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent and temporary sewer easement purposes to construct, operate, control and maintain a sewer line along and across a portion of Section 1, Township 31 North, Range 12 East, bounded on the north by a line 800± LF southand parallel to the centerline of Dupont Road; bounded on the east by a line 1320± LF west of and parallel to the east line of Section 1, Township 31 North, Range 12 East; bounded on the south by a line 150± LF south of and parallel to the East - West centerline of Section 1, Township 31 North, Range 12 East; bounded on the west by the east line of the Northwest ¼ of Section 1, Township 31 North, Range 12 East, and more particularly described as follows:

PERMANENT EASEMENT:

A. A twenty foot permanent sanitary sewer easement, ten feet on either side of the following described line:

A part of the East Half of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the East line of the Northwest Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, said point being 937 feet south of the Northeast corner of the Northwest Quarter of Section 1, Township 31 North, Range 12 East; thence East a distance of 90 feet; thence South 53 degr. 55 min. East a distance of 411 feet; thence South 74 degr. 20 min. East a distance of 297 feet; thence South 29 degr. 32 min. East a distance of 185 feet; thence South 17 degr. 43 min. West a distance of 465 feet to the point of termination.

B. A twenty foot permanent sanitary sewer easement, ten foot on either side of the following described line:

A part of the East Half of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Fred A. Prince, Jr. property, said point being on the West line of the East Half of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence East along the North line of the Fred A Prince, Jr. property a distance of 880 feet to the true point of beginning; thence South with a deflection angle to the right of 84 degr. 45 min. a distance of 120 feet to the St. Joseph River Interceptor Sewer REsolution #271, said point being the point of termination.

easement seventy (70) feet in uniform width thirty-five (35) feet on either side of the line described in Permanent Easement, Paragraph A.

B. An easement seventy (70) feet in uniform width thirty-five (35) feet on either side of the line described in Permanent Easement, Paragraph B.

All according to the method and manner provided for in I. C. 18-1-1.5-5 and 14 and I. C. 18-1-7-1 to 11 and the provisions of all acts amendatory thereto and supplemental thereof, including the right of bond assessments as in said law ordered.

All land affected lies within Section 1, Township 31 North, Range 12 East.

The Temporary Sewer Easement shall expire one year from the date of adoption.

ADOPTED THIS 17th DAY OF JULY, 1978.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBERG, CHAIRMAN

Ethel H. LaMar
ETHEL H. LAMAR, MEMBER

Max G Scott
MAX G SCOTT, MEMBER

ATTEST:

Ursula Miller
URSULA MILLER, CLERK

REFERENCE RESOLUTION NO. 160-78

Prepared by Philip R. Boller

97 [illegible]

City Paid 66-91-17 H I 7/17/78

SIDEWALK IMPROVEMENT RESOLUTION

No. 5811-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct sidewalk on the south side of Wallace Street from Lafayette Street east 202 feet; and on the east side of Lafayette Street from Wallace Street south 164 feet.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne.

Adopted, this 17 day of July, 1978

BOARD OF PUBLIC WORKS:

Edward W. Pallman

Mary G. Scott

CALHOUN PRESS

66-91-16 H I 7/17/78

SIDEWALK IMPROVEMENT RESOLUTION

No. 5810-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct ~~sidewalk on~~ curbface sidewalk on Maple Place from the west property line of Lot 1, Maple Place Addition to the 10' north of south property line of Lot 2, Maple Place Addition (2521 and 2525 Maple Place) to a width of five (5) feet in accordance with City Plans and Specifications, all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

75% of the cost of the sidewalk ~~The cost of said improvement~~ shall be assessed upon the real estate abutting on said Maple Place as above described and 25% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of ~~five~~ six per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 17 day of July, 1978.

BOARD OF PUBLIC WORKS:

Ethel W. LaMar

Mary G. Scott

CALHOUN PRESS

99 1

City Paid

66-91-15 H.I. 7/17/78

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5809-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides). This will be known as Hanna Creighton Impact Area Phase II.

City Paid

66-95-8 H.I. 7/19/78

AMENDED

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5809-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and driveways on Smith Street from the north curb line of Pontiac Street to the south [illegible] Street (both sides). This will be known as Hanna Creighton.

66-103-10 H.I. 7/26/78

IMPROVEMENT RESOLUTION NO. 5809-1978

Addendum No. 1

Known as Hanna-Creighton Impact Area Phase II

Improvement Proposal

Replace prior Improvement Proposal sheet with revised Improvement Proposal sheet which changes completion date from September 15, 1978 to a completion date of October 30, 1978.

APPROVED Board of Public Works

Henry P. Wehrenberg

Ethel N. LaMar

Mary A. Scott

City Paid

66-95-8 H.I. 7/19/78

AMENDED

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5809-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Greene Street (both sides). This will be known as Hanna Creighton Impact Area Phase II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 19 *day of* July, 1978

ATTEST: Ursula Miller
Secretary and Clerk

BOARD OF PUBLIC WORKS: Henry P. Uhlenberg, Edward DeMars, Mary G. Scott

CALHOUN PRESS

99 1

City Paid

66-91-15 H I
7/17/78

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5809-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides). This will be known as Hanna Creighton Impact Area Phase II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 17 *day of* July, 1978

ATTEST:

Secretary and Clerk

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg

Mary G Scott

CALHOUN PRESS

66-88-12 H.I.
7/12/78

RESOLUTION NO. 66-88-12

WHEREAS, the Board of Public Works on Jaunuary 4, 1978, accepted proposals for the Fort Wayne Cable Communications System as provided by Ordinance G-27-77; and

WHEREAS, by Ordinance G-78-06-37, the Common Council of the City of Fort Wayne on July 11, 1978, awarded a non-exclusive franchise to Citizens Cable of Fort Wayne, Inc. for a period of fifteen years.

NOW, THEREFORE, the Board of Public Works hereby awards said franchise to Citizens Cable of Fort Wayne, Inc. subject to filing with the City Attorney of the City of Fort Wayne acceptance by franchisee within twenty (20) days after approval of Ordinance G-78-06-37 by the Mayor of the City of Fort Wayne, and subject to franchisee filing necessary bonds as outlined in Ordinance G-27-77.

Approved and adopted July 12, 1978.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBERG, Chairman

Ethel H. LaMar
ETHEL H. LAMAR, Member

Max G Scott
MAX G SCOTT, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk to the Board

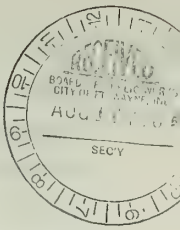
66-86-32 H
7/10/

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne,

11-134-1 HI
8/17/78



TO: THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

RE: STREET LIGHTING RESOLUTION NO. 131-78 LAKEWOOD PARK

DATE: AUGUST 17, 1978

REMONSTRATOR'S MEMORANDUM

This memorandum is submitted to the Board of Public Works of the City of Fort Wayne by and on behalf of the remonstrators, against the Board of Public Works Street Lighting Resolution No. 131-78 Lakewood Park, filed with the Board on August 14, 1978. This resolution has been undertaken pursuant to the notice published in the Fort Wayne News Sentinel on Friday, July 14, 1978. Said notice describes the area involved in Resolution No. 131-78, and also describes the Indiana Code Sections relied upon as authority for undertaking this project. This memorandum will address the cited code sections and will endeavor to show that such sections do not give the Board authority to proceed as has been proposed in this resolution. Indiana Code Section 18-1-6-15 enumerates the powers and duties that are given to the Board of Public Works of cities and towns in Indiana. In regards to street lighting programs, said section provides in relevant part as follows:

> "Sixth. To repair, clean, light and sprinkle any street, alley, wharf or public place within such city which, in the opinion of the Board, requires such improvements. Such work to be done either by contract or otherwise; and to cause lamppost or other lighting apparatus to be erected in the streets, alleys or public places of such city."

Such grant of authority clearly gives the Board of Public Works power to undertake this project. However, nowhere in this or subsequent sections is there any authority given to the Board to

Attest:
Ursula Miller
Clerk

Edward J. LaMay
Mary G Scott

66-86-32 H.I. 7/10/78

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne,

assess property owners for the costs of these improvements. Presumably the Board relies on Indiana Code Section 19-5-24-1 et seq. for authority to issue such assessments. Such statutory authority was cited in the public notice of July 14th.

Chapter 24 does indeed set up a system for assessing individual property owners for street light improvements. However, the sections involved in that chapter set out a procedure that apparently is quite different from that intended to be used in this resolution. A brief description of those requirements follow. Section 19-5-24-1 provides that the owner or owners of real estate in any city block or blocks abutting on a public street and which is improved with sidewalks, may sign and file a petition with the Board of Public Works to erect, maintain and install an electric system of street lights. The sections specifically require that the street or thoroughfare be improved and provided with sidewalks. The remonstrators would point out that in the Lakewood Park Addition only one short street has been provided with sidewalks. Section 19-5-24-2 provides that the petition shall be signed by the owner or owners of at least sixty (60%) percent of the real estate in such city block or blocks asking for the street lighting. It should be noted that the section does not provide that sixty percent of the owners sign, but rather the owners of sixty (60%) percent of the real estate involved must sign. The remonstrators would once again point out that their remonstrance contains the signatures of several previous signers on the original petition filed in 1976, but now those previous signers have requested that their names be withdrawn from such petition. It is therefore apparent that there

Attest:

Ursula Miller
Clerk

Edward Lamey
Mary G Scott

66-86-32 A

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne,

is neither sixty (60%) percent of the real estate represented on such petition nor sixty percent of the owners. Further, reading of the subsequent sections will establish the fact that the requirement of the approval of the owners of at least sixty percent of the real estate involved in each block is a continuing requirement and even though the Board may have amended its original resolution by dropping out opposing land owners, the resolution still must be supported by the owners of sixty percent of the real estate involved. Even considering the additions and deletions from the various petitions and remonstrances, it does not appear there is a total of sixty percent of the real estate involved filed in support of the petition. Section 19-5-24-3 requires that the Board determine whether or not the total benefits to be received from the project out-weigh the cost to the owners of the real estate of the project. Such section also provides that any amendment to the petition to add lighting may not be made without the consent of the petitioners having been received, in writing. Thus the action of the Board at the previous hearing in apparently excluding some opposing owners of large segments of the involved real estate would not be proper unless the prior written approval of the petitioners had been obtained. Sections 19-5-24-4 to 24-7 provide for the letting of bids in the installation of the street lighting system. No provision is contained therein in regards to the cost of such installation being paid by the land owners in the area. Section 19-5-24-8 does provide for the payment of part of the lighting costs by means of assessment against the owners of the property involved. However, this section is quite exact in providing that the city is to pay for the annual costs of all lights within 50 feet of any intersection plus a minimum of

Attest:

Ursula Miller

Clerk

Edward DeMan

Mary J Scott

66-86-32 H.I. 7/10/78

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is [illegible]

35 percent all other lighting in the project. The remaining annual cost of lighting may be assessed equally against the owners of property within the block benefited on the basis of front footage on the block. It should be noted that this right of assessment goes only to the annual cost of the lights and does not include the installation costs. In addition, the amount of the annualized costs of the lighting may be assessed only on the basis of front footage, not on the basis of square footage in the lot, as is apparently indicated by the public notice in this project. Section 19-5-25-10 once again refers to the assessment roll and how the owners may be assessed. It once again refers to the fact that the assessment shall include each owner's proportion and part of the annual lighting costs only. There is no provision for the cost of installation of the project initially. Section 19-5-24-12 does provide that additional lighting may be provided to any party who petitions specifically for such additional lighting, presuming that the city and the interested party can agree on the costs of such additional lighting. This section, however, also provides that only the person petitioning for such lighting shall be assessed for the costs of the lighting and that that cost that is assessed, shall be the annual cost only. The section specifically provides that the utility, or in this case, the city, shall pay the installation costs of any such additional lighting. It is only the annual lighting cost that may be assessed.
Section 19-5-24-13 does provide a method by which additional lighting may be provided on any one block, where parties not signing the petition may be assessed for such lighting. However, that section provides that only those people on the same side of the street within that particular block may be assessed for the lighting contained in

Attest:
Ursula Mills
Clerk

Edward LaMay
Mary J. Scott

66-86-32

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed

that block, and only if sixty percent of those land owners involved so petition. In this section it is sixty percent of the property owners, not simply owners of sixty percent of the property.

The above represents just a few points on the legal interpretations of the Section 19-5-24-1 et seq. There have been other problems in this proceeding, which create additional issues that may have to be explored at a later date. At this stage, this memorandum will simply note some of the questions that arise that may have to be determined at a later time. First, the Board has apparently changed the original resolution by exempting certain properties from the project. The propriety of such action in the absence of additional public notice and in regards to the specific exemptions allowed have yet to be explored. Second, a great many problems have arisen in regards to the Board's interpretation of the term 'owner or owners' of the real estate. There seems to be no basis in the statute for the exclusion of non-resident real estate owners. There is also a question of whether or not the same standards have been applied in regards to names supporting the petition and those remonstrating against it. The statute would seem to put the burden on the petitioners to show that they do, in fact, represent sixty percent of the land of the real estate involved. Third, the value or the benefits to be received by the effected property varies from block to block within the addition because of the previous ornamental lighting that had been installed by the residents in the area. The installation of new lights would be a detrement on certain streets because of the removal of the ornamental lighting previously installed. Fourth, there is an apparent pre-existing contract between the city and certain land owners within the proposed project area concerning

Attest:

Ursula Miller
Clerk

Edward D. Lamm

Mary J. Scott

66-86-32 H.I. 7/10/78

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is [illegible]

street lighting. These parties have already paid for the existing street lighting, which the city now proposes to remove, in apparent contradiction to its previous agreement. At a minimum, these parties would seem to be entitled to a credit for the previous payments in regards to this removed street lighting. Fifth, there is a substantial question raised in regards to the credibility of the city and its mayor, especially regarding Public Works Policy Resolution No. 63-195-20 and the repeal of the same by the Board of Works. Finally, it is clear that at least five (5) blocks within the addition proposed to be covered by this project contain strong opposition against the project to the extent that each individual block has over 51 percent of the land owners remonstrating against the proposed project. These blocks include the following: A. Donna Drive from its intersection with Interlaken Drive to its intersection with Lakewood Drive. B. Donna Drive from its intersection with Lakewood Drive to its intersection with Fair Oak Drive. C. Lakewood Drive from its intersection with Donna Drive to its intersection with Reserve Line Road. D. Reserve Line Road from its intersection with Lakewood Drive to its intersection with Donna Drive. E. Reserve Line Road from its intersection with Donna Drive to its intersection with Maywood Circle.

In summary, the project, as it is apparently proposed to be undertaken by the city, together with the assessment that has apparently been proposed to be charged by the city, are in direct conflict with the established powers and duties of the city as established by the above code sections. Remonstrators would therefore caution the city not to proceed with the proposed improvement project, unless the above problems have been worked out.

Attest:
Ursula Mills
Clerk

Ethel D. Lamson
Mary J. Scott

66-86-32

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary [illegible]

Respectfully submitted,

CHRISTOFF, CORNELIUS & YOUNG
Attorney for Remonstrator William C. Bloch

By: Randy W. Young
Randy W. Young
2110 Fort Wayne Nat'l Bank Bldg.
Fort Wayne, Indiana 46802
219/422-1561

Attest:
Ursula Mills
Clerk

Harold LaMay
Mary G Scott

66-86-32 H.I.
7/10/78

STREET LIGHTING RESOLUTION NO. 131-78

LAKEWOOD PARK

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light Lakewood Park, more specifically defined as Interlaken Drive from Bluffton Road to Donna Drive, Fairoak Drive from the southwest property line of Lot 42, Wm. May Addition Section "B" to Donna Drive, Lakewood Drive from Donna Drive to Reserve Line Road, Maywood Circle from Reserve Line Road to Donna Drive, Donna Drive from Reserve Line Road to Maywood Circle, Reserve Line Road from Maywood Circle to its northern terminus all in accordance with the drawing and specifications on file in the Office of the Department of Public Works of said City; and such lighting is now ordered. This improvement resolution is ordered pursuant to I.C. 18-1-6-15 and/or 19-5-24.

A maximum cost of $0.02 per square foot shall be assessed upon the real estate abutting the above-described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six percent (6%) per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or such monies as said City is by said above entitled act required to pay. All proceedings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be provided for in said above entitled act and all amendments thereto and supplemental thereof.

Adopted, this 10 day of July, 1978.

BOARD OF PUBLIC WORKS

Attest:
Ursula Mills
Clerk

Ethel L. Lamm
May G. Scott

City Paid 66-78-18 H.I 7/5/78

B.O. 225-77

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5808-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve and repair curbs, sidewalks, and catch basins in an area bounded by Jefferson Street on the north, Hendricks Street on the south, Fairfield Avenue on the east, and Broadway Avenue on the west; also known as the West Central Community Association Impact Area N.P.I. Phase III.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid for by Community Development and Planning.

Adopted, this 5 *day of* July, 1978

BOARD OF PUBLIC WORKS: Henry P. Wehrenberg

Ethel W. DeMar

CALHOUN PRESS

103

LO. 260-77 City Prie

66-78-17 H.I. 7/5/78

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5804-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve sidewalk, curb, alley approaches, and catch basins on Third and Fourth Streets between Sherman Blvd. and Barthold St.; Andrew St. (west side only) between Fourth St. and Spring St.; High St. (south side only) between Sherman Blvd. and Barthold St.; Wefel St. from High St. north to alley; Barthold St. from High to Fourth, (west side only between Third and Fourth Sts.) (Northwest Central Phase III)

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 5 *day of* July, 1978

BOARD OF PUBLIC WORKS: Henry P. Wehrenberg

Edward V. Parker

CALHOUN PRESS

78- 24095

66-70-20 H.I 6/26/78

1978 AUG -8 AM 10: 24
ALLEN COUNTY RECORDER
Jane E. Hilt

S-115-78 7/25/78

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT made in triplicate this 26 day of June, 1978, by and between H. G. KLEEMAN ENTERPRISES, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Muncipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

SHANNONSIDE - SECTION I

1. Main Sanitary Sewer — Beginning at Station 0 + 00 construct a 48" manhole over an existing 15" sanitary sewer. Station 0 + 00 is located approximately 7 feet North of the Northeast corner of lot #22 in Shannonside Sec. I, thence Westerly 1550 feet to a proposed manhole at Station 15 + 50 located 7 feet North of the Northeast corner of lot #41 Shannonside, Section I, also constructing manholes at Station 3 + 87, Station 7 + 57 and Station 11 + 50 on said sewer line; thence in a Northwesterly direction 165 feet to Station 17 + 15 there terminating at a manhole located approximately 10 feet Northwest of the Northeast corner of lot #43 in Shannonside consisting of 1715 ± L.F. of 8" Sewer.

2. Sanitary Lat #1 — Beginning at a manhole located 7 feet North of the Northeast corner of lot #41 Shannonside thence North 155 feet to a manhole located 3 feet South of the Northeast corner of lot #2 Shannonside there terminating consisting of 155 ± L.F. of 8" Sewer

In accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as Shannonside Section I, which plans and specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

City Book W.P.C.E.

8.50 cost

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as SHANNONSIDE SECTION I.

DESCRIPTION OF
SHANNONSIDE, SECTION I

Part of Lots five (5), six (6) and seven (7) in BROWNING'S SUBDIVISION Of Kercheval Reserve in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the East line of said Lot seven (7) at a point situated 760.98 feet (11.53 chains), South 01 degrees - 14 minutes East from the Northeast corner of said Lot seven (7); thence South 89 degrees - 44 minutes West, on and along a line which, by deed, intersects the West line of said Lot five (5) at a point situated 8.80 chains North of the Southwest corner thereof, a distance of 1761.0 feet to the centerline of Maysville Road; thence South 24 degrees - 25 minutes West, on and along said centerline, a distance of 308.1 feet; thence North 89 degrees - 44 minutes East, on and along a line situated 280.0 feet South of and parallel to the initial course in this description, and on and along the North line of Valley Meadows, Section III, as recorded in Plat Book 37, page 39-41 in the Office of the Recorder of Allen County, Indiana, a distance of 1894.38 feet to the East line of Lot seven (7); thence North 01 degrees - 14 minutes West, on and along said East line, a distance of 280.0 feet to the point of beginning, containing 11.747 acres of land, more or less.

The area served will also include the undeveloped area described as follows:

Part of lots numbered five (#5) and six (#6) in Browning's Subdivision of Kercheval Reserve in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the intersection of the North line of lot number six (#6) in said Brownings Subdivision of Kercheval Reserve with the centerline of the Maysville Road, thence Southwesterly along the existing Centerline of Maysville Road, a distance of 672.2 feet to the point of beginning; thence continuing along the Centerline of Maysville Road, a distance of 152 feet to a point; thence Easterly with an interior angle of 67 degrees with the Centerline of Maysville Road, a distance of 217.27 feet to a point; thence Northeasterly and parallel to the Centerline of Maysville Road, a distance of 99.9 feet to a point; thence Northwesterly a distance of 202.7 feet to the point of beginning, containing 0.58 acres more or less and subject to road rights-of-way and easements.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of $500.00 per acre must be paid to the City at the time of connection. This area connection charge represents the oversizing cost expended by the City for the sanitary sewer, Pierson Ditch Interceptor, that provides service to SHANNONSIDE, SECTION I, and local charges of $2,239.49.

5. BOND.

This contract is subject to Developer furnishing a satisfactory Maintenance Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself and his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in the article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of

Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17, and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

ATTEST:

By: _____
Corporate Secretary

H. G. KLEEMAN ENTERPRISES, INC.

By: _____
Harold G. Kleeman, President

"DEVELOPER"

CITY OF FORT WAYNE, INDIANA

By: _____
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: _____
Henry P. Wehrenberg, Chairman

By: _____
Ethel H. LaMar, Member

By: _____
Max F. Scott, Member

ATTEST:

_____
Clerk

Approved as to form and legality:

_____
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF DEKALB)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold G. Kleeman, President of H. G. KLEEMAN ENTERPRISES, INC., who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 6 day of June, 1978.

Margaret E. Hartman
Margaret E. Hartman
Notary Public
Resident of DeKalb County

My Commission Expires:

November 15, 1980

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel M. LaMar and Max G. Scott, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 26 day of June, 1978.

Anne J. Fox
Notary Public
Resident of Allen County

My Commission Expires:

3/6/80

This instrument prepared by: H. Charles Winans, Attorney at Law
619 South Randolph Street
Garrett, Indiana 46738

66-69-18 6/26/78

106

CONTRACT AND BOND S-116-78 7/25/78

This Agreement, Made and entered into as of the 26 day of June 1978, by and between JOHN DEHNER, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct a liner inside the following described Sanitary Force Main.

Beginning at the existing sanitary sewer lift station on Paulding Road located 1300 ± LF east of the centerline of Hessen Cassel Road and 40 ± LF south of centerline of Paulding Road; thence, due west 3200 ± LF to an existing 90° fitting in the existing force main located 15 ± LF west of the centerline of Fruehauf Drive and 40 ± LF south of the centerline of Paulding Road.

Said liner shall be 10.75" in diameter.

for the Following Prices

10.75" HDPE Liner installed complete in 12" C.I. Force Main	Sixty Seven THousand Two Hundred and 00/100 Dollars $67,200.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Sanitary Sewer Improvement Resolution No. 301-78 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satis- faction of the Board of Public Works and to complete the same within 90 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this day of JUN 12 1978 19

JOHN DEHNER, INC.

Harold Dehner

President

Contractor, party of the first part.

This contract approved by us this 26 day of June 1978

Henry P. Helmsberger

Ethel N. LaMar

Mary J. Scott

BOARD OF PUBLIC WORKS,
Party of the second part.

Robert E. Armstrong Mayor

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we JOHN DEHNER, INC.

as principal and United States Fidelity and Guaranty Co.

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY SEVEN THOUSAND TWO HUNDRED AND NO/100 ($67,200.00) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the day of JUN 12 1978, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of ~~Three (3) years~~ One (1) year, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 12th day of JUNE 1978

JOHN DEHNER, INC. (SEAL)

Harold Nelson President (SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: Arthur C. Zent

United States Fidelity and Guaranty (SEAL)

Jane I. Ross (SEAL)
Attorney-in-fact

Approved this 26 day of June 1978

Henry P. Wehrenberg

Edward J. Sabol

Mary J. Scott

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Ac t (Acts 1929, Page 545, being I.C. 22-3-2-14. It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we JOHN DEHNER, INC. Contractors as principal and United States Fidelity and Guaranty Co.

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY SEVEN THOUSAND TWO HUNDRED AND NO/100 ($67,200.00) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said JOHN DEHNER, INC.

did on the day of JUN 12 1978 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a liner in a force main and along a described centerline beginning at the existing sanitary sewer lift station on Paulding Road located 1300 ± LF east of the centerline of Hessen Cassel Road and 40 ± LF south of centerline of Paulding Road; thence, due west 3200 ± LF to an existing 90° fitting in the existing force main located 15 ± LF west of the centerline of Fruehauf Drive and 40 ± LF south of the centerline of Paulding Road.

Said liner shall be 10.75" in diameter.

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said JOHN DEHNER, INC.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 12th day of June 1978

YASTE, ZENT & RYE, INC.
Authorized Agents

BY:

JOHN DEHNER, INC. (SEAL)

President (SEAL)

United States Fidelity and Guaranty Co.

BY: Jane I Ross (SEAL)

Attorney-in-fact

Approved this 26 day of June 19 78

Henry P. Wehrenberg

Edward V. Sampson

Mary G. Scott

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., _____ 19 ___

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until _____

_____

_____

_____

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., _____ 19 ___

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until _____

_____

_____

_____

Board of Public Works.

CONTRACT AND BOND
of _____

No. _____ 19 ___

_____

_____

for _____

_____

_____

_____

_____

_____

Amount of Bond _____

_____

Approved: _____ Dollars

_____

_____

Board of Public Works.

Recorded in Contract Record Book No. _____
Page _____ Recorded in _____ Imp. Res.
Record Book No. _____ Page _____

Improvement Resolution No. _____ 19 ___

Cost per lineal foot $ _____

Assessment Roll Approved _____

Final Estimate Approved _____

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE, 1978.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS		RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S		12.30	50¢	75¢			3if
BOILERMAKER	S		12.55	80	1.00		3¢	
BRICKLAYER	S		10.34	45	50		1	4if
CARPENTER (BUILDING)	S		10.17		6%		7	2if
(HIGHWAY)	S		10.23	60	60		5	2if
CEMENT MASON	S		9.35	75	40		1	
ELECTRICIAN	S		11.60	50	1%+30		6	
ELEVATOR CONSTRUCTOR	S		10.91	74%	56	8%	6	
GLAZIER	S		10.20		25	40	4	25¢holidays
IRON WORKER	S		11.20	90	1.05		2	2if
LABORER (BUILDING)	S-SS US		7.70-8.60	70	50		9	
(HIGHWAY)	S-US-SS		7.60-8.45	70	50		9	
(SEWER)	S-US-SS		7.60-8.40	70	50		8	
LATHER	S		10.07		60		1	2if
MILLWRIGHT & PILEDRIVER	S		10.50		6%		7	2if
OPERATING ENGINEER (BUILDING)	S-SS US		7.90-11.00	40	55		8	
(HIGHWAY)	S-SS-US		8.16-10.87	55	65		8	
(SEWER)	S-SS-US		8.00-10.30	40	40		5	
PAINTER	S		8.60-9.60	42	45		10	6misc
PLASTERER	S		9.71	60	40			
PLUMBER & STEAMFITTER	S		11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S		8.10-10.10					
ROOFER	S		10.15		10			
SHEETMETAL WORKER	S		11.48	50	60		10	11if
TEAMSTER (BUILDING)	S-SS US		8.68-9.63	23.00pw	28.00pw			
(HIGHWAY)	S-SS-US		8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF Mar. 1978

Wayne T Kepley
REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

its true and lawful attorney of the City of Fort Wayne in and for the State of Indiana, State of Indiana,

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(SEAL)

(Signed) By.... Thomas A. Zecha
Vice-President.

(Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL)

(Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL)

(Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of Fort Wayne, Indiana , authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) June 12, 1978

Richard Calder
Assistant Secretary.

1071

original

66-69-17 6/26/78

CITY PAID
SUBJECT TO COUNCILMANIC APPROV
PRELIMINARY MEETING
RATIFICATION

CONTRACT

S-114-78
7/25/78

This Agreement, made and entered into this 26 day of June, 19 78

by and between

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5799-1978: To improve Ardmore Avenue and Engle Road Intersection. By widening the approaches to the intersection 9 feet for an overall width of 33 feet. The pavement will be widened with asphalt, 1 foot to 1.33 feet deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection.

by grading and paving the roadway to a width of XXXX

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5799-78 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before August 1, 19 78 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 6th day of June, 19 78

ATTEST:

Edward L. Dehner
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION CO., INC.

BY: C. K. Stewart

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert Armstrong

Henry P. Wehrenberg

Edward J. Sammons

Mary A. Scott

Its Board of Public Works and Mayor.

ATTEST:

Ursula Miller
Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Form 1929

Improvement Resolution

FOR STREET OR ALLEY

No. 5799-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Ardmore Avenue and Eagle Road Intersection.

By widening the approaches to the intersection 9 feet for an overall width of 33 feet. The pavement will be widened with asphalt, 1 foot to 1.33 foot deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid jointly by City of Fort Wayne and Allen County local road and street account monies administered through City of Fort Wayne Board of Public Works.

Adopted, this _____ *day of* _____

BOARD OF PUBLIC WORKS:

Henry B. Wilkenberg

Ethel H. LaMar

Inez G. Scott

ATTEST:

Ursula Miller

Clerk of the Board

GUARANTY BOND

Know All Men by These Presents, That we ----------WAYNE ASPHALT AND CONSTRUCTION CO., INC.----------Contractors as principal, and -------UNITED STATES FIDELITY AND GUARANTY COMPANY----------as surety are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY-FOUR THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS---------- ($24,237.50) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said ----------WAYNE ASPHALT AND CONSTRUCTION CO., INC.---------- did on the ---------- day of ----------, enter into a contract with the City of Fort Wayne to construct a ---------- Pavement on Resolution No. 5799-1978: ~~Street Improvement~~ To improve Ardmore Ave. and Engle Rd. Intersection. By widening the approaches to the intersection 9 feet for an overall width of 33'. The pavement will be widened with asphalt, 1' to 1.33' deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection----- according to certain plans and specifications, and also warranting and guaranteeing the work/material and condition of the pavement thereof as provided for a period of three years in aforesaid contract and specifications. Now if the said ---------- WAYNE ASPHALT & CONSTRUCTION CO., INC.--- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 1 day of June, 1978

ATTEST:
Edward L. Dehner
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)
BY: C. K. Stewart Jr.
UNITED STATES FIDELITY & GUARANTY (SEAL)
ITS: Lane J. Ross
Attorney-in-fact (SEAL)

Approved this 26 **day of** June, 1978
Henry P. Wehrenberg
Edith W. Lamar
Mary G. Scott
Board of Public Works.

ATTEST:
Ursula Miller
Secretary and Clerk

LIABILITY BOND

Know All Men by These Presents, That we WAYNE ASPHALT AND CONSTRUCTION CO., INC.

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY-FOUR THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS ($24,237.50) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____ day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 1 day of June 1978

ATTEST:

Edward L. Dykhouse
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)

BY: C. K. Stewart Jones (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: Lane T. Ross (SEAL)
Attorney-in-fact

(SEAL)

Approved this 26 **day of** June, 1978

Henry P. Wheatley
Edward N. LaMar
May G. Scott
Board of Public Works.

ATTEST:

Ursula Miller
Secretary and Clerk

COMPLETED IN STREET ENGINEERING DEPARTMENT

June 1, 1978

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha
Vice-President.

(SEAL)

(Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of Fort Wayne, Indiana , authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) June 1, 1978

Richard Calder
Assistant Secretary.

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE, 1978.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	10.17		6%		7	2if
(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.60	50	1%+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8%	6	
GLAZIER	S	10.20		25	40	4	25¢holiday
IRON WORKER	S	11.20	90	1.05		2	2if
LABORER (BUILDING)	S-SS US	7.70-8.60	70	50		9	
(HIGHWAY)	S-US-SS	7.60-8.45	70	50		9	
(SEWER)	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.50		6%		7	2if
OPERATING ENGINEER (BUILDING)	S-SS US	7.90-11.00	40	55		8	
(HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6misc
PLASTERER	S	9.71	60	40			
PLUMBER & STEAMFITTER	S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-10.10					
ROOFER	S	10.15		10			
SHEETMETAL WORKER	S	11.48	50	60		10	11if
TEAMSTER (BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF Mar. 1978

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA

Henry P. Helmsberger
REPRESENTING THE AWARDING AGENT.

Fred M. Tice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

66-65-6 HI 6/21/78

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5807 - 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. Pettit Avenue - from the west property line of Fairfield Avenue to the west property line of Tacoma Avenue.

2. South Wayne Avenue - from a point 60 Ft. ± south of Guilford Avenue to the south curb line of Creighton Avenue.

3. Hanna Street - from the south curb line of Pettit Avenue to the north pavement line of Decatur Road.

4. East Pontiac Street - from the east curb line of Anthony Blvd. to the west curb line of Alexander Street (south lane).

5. Trentman Avenue - from the east curb line of Queen Street to the west curb line of Fruehauf Drive.

6. Fruehauf Drive - from the north curb line of Trentman Avenue to the south curb line of Drexel Avenue.

7. Smith Street - from the south curb line of Maple Grove Avenue to the north curb line of Pettit Avenue.

8. Central Drive - from the south curb line of Rudisill Blvd. to the north curb line of McKinnie Avenue.

9. Holton Avenue - from the south curb line of Fairfax Avenue to the north curb line of Capitol Avenue.

ALTERNATE

10. Pettit Avenue - from the west property line of Tacoma Avenue to the west property line of Old Mill Road.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 21 day of June, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST: Ursula Miller
Clerk

66-63-18 H.I. 6/19/78

EMERGENCY RESOLUTION NO. 66-63-18

WHEREAS, pavement has blown-up in front of 4415 E. State Boulevard; and

WHEREAS, this constitutes a danger to motorists; and

WHEREAS, the Street Engineering Department has requested bids from L. W. Dailey, Inc.; Brooks Construction Company; and John Dehner, Inc.;

WHEREAS, bids were received from John Dehner, Inc. for $5,907.50, Brooks Construction Company bid was altered and not accepted and L. W. Dailey bid was $5,230.46;

NOW, THEREFORE, Board of Public Works declares an Emergency exists and approves issuing Purchase Order in the amount of $5,230.46 from MVH - SDF to L. W. Dailey, Inc. to make said repair.

Approved this date: June 19, 1978.

Henry P. Wehrenberg

Ethel V. Lamar

Ivay O. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

66-63-18

6/19/78

66-63-16 H.I.
6/19/78

RESOLUTION NO. 66-63-16

WHEREAS, the Board of Public Works on January 4, 1978, accepted proposals for the Fort Wayne Cable Communications System as provided by Ordinance G-27-77; and

WHEREAS, the Common Council of the City of Fort Wayne on June 15, 1978, has awarded a non-exclusive franchise to Citizens Cable of Fort Wayne, Inc. for a period of fifteen years, also as provided by said Ordinance.

NOW, THEREFORE, the Board of Public Works hereby awards said franchise to Citizens Cable of Fort Wayne, Inc., subject to acceptance by franchisee within twenty (20) days and subject to franchisee filing necessary bonds as outlined in said Ordinance.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Ethel U. Lamar

Mary G. Seop

ATTEST:

Ursula Miller

Ursula Miller, Clerk to the Board

66-62-15 H.I.

78- 18138 6/19/78 B

12

DULY ENTERED FOR TAXATION

JUN 21 1978

Jean D. Yoder
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 4646

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: City of Fort Wayne, Indiana

of Allen County, Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar ($1.00) and other valuable and sufficient consideration, receipt of which is acknowledged, does hereby grant, convey and warrant to the LEO-CEDARVILLE REGIONAL SEWER DISTRICT, referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, use, maintain, repair, reconstruct, and remove a sewer line in, along, under and across the following described real property located in County of Allen, State of Indiana and being a part of Section 22 , Township 32 North and Range 13 East to wit:

A part of the Northeast Quarter of Section 22, Township 32 North, Range 13 East, Cedar Creek Township, Allen County, Indiana and described as follows:

Beginning at the intersection of the West line of the Schwartz Road and the South line of the Grabill Road; thence Southerly along the West line of the Schwartz Road 50 feet; thence Westerly parallel to the South line of the Grabill Road 50 feet; thence Northerly parallel to the Schwartz Road 35 feet; thence Westerly parallel to the Grabill Road a distance of 220 feet; thence Northerly 15 feet to the South right of way of said Grabill road; thence Easterly along said right of way a distance of 270 feet to the place of beginning.

Also: A 35 foot temporary construction easement along the Southerly side of and adjoining the Westerly 220 feet of the above described easement.

1978 JUN 21 PM 2:19

ALLEN COUNTY RECORDER
Jean E. Schubert

TOGETHER with right of ingress and egress to, from and over said premises for the purposes mentioned above.

GRANTEE shall promptly repair, replace or reimburse Grantor for any damage to fences or to growing crops caused by the construction, operation and maintenance of Grantee's facilities. Said temporary easement as above described is to be used only until such sewer construction is completed by the Leo-Cedarville Regional Sewer District.

7168

35.00

IT IS AGREED that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs and assigns.

EXECUTED THIS 19 DAY OF June 1978.

Henry P. Wehrenberg

Ethel H. Lamar

Max G Scott

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared HENRY P. WEHRENBERG ETHEL H. LAMAR MAX G SCOTT who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19 day of June 1978.

Anne J. Fox

Resident of Allen County

ANNE J. FOX

MY COMMISSION EXPIRES:

3/6/80

This instrument was prepared by Robert E. Connolly, Attorney at Law, 2200 Lake Avenue, Suite 215, Fort Wayne, Indiana 46805.

DULY ENTERED FOR TAXATION

JUN 21 1978

Joan D. Uebelhoer
AUDITOR OF ALLEN COUNTY

66-62-15 H.I.
6/19/78 A
78- 18139

INSTRUMENT L 4645

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: City of Fort Wayne, Indiana

of Allen County, Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar ($1.00) and other valuable and sufficient consideration, receipt of which is acknowledged, does hereby grant, convey and warrant to the LEO-CEDARVILLE REGIONAL SEWER DISTRICT, referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, use, maintain, repair, reconstruct, and remove a sewer line in, along, under and across the following described real property located in County of Allen, State of Indiana and being a part of Section 22 , Township 32 North and Range 13 East

to wit:

A part of the Northwest Quarter of the Southwest Quarter of Section 22 Township 32 North, Range 13 East, Cedar Creek Township, Allen County, Indiana and described as follows:

A permanent easement 7½ feet on each side of the following described line:

Beginning at a point on the East line of RICHARD'S RIVERVIEW ADDITION to said Section 22 a distance of 7½ feet South of the Southeast corner of lot No. 6 in said Addition; thence South 87 degrees 59 minutes East 150 feet; thence South 0 degrees 53 minutes West 404.5 feet; thence West 75 feet.
ALSO; a Temporary Construction easement 35 feet in width lying East and South of and adjoining the above described 15 foot easement.
ALSO; A permanent easement 7½ feet each side of the following described line;
Commencing at a point on the East line of RICHARD'S RIVERVIEW ADDITION to said Section 22 a distance of 7½ feet South of the Southeast corner of lot No. 6 in said Addition; thence South 87 degrees 59 minutes East 150.0 feet to the true point of beginning of this description; thence North 28 degrees 32 minutes West 350.35 feet; thence North 89 degrees 58 minutes 30 seconds West 50 feet.
ALSO; A temporary Construction easement 35 feet in width lying East and North of and adjoining the above described 15 foot easement.

1978 JUN 21 PM 2:19
ALLEN COUNTY RECORDER
Joan D. Uebelhoer

TOGETHER with right of ingress and egress to, from and over said premises for the purposes mentioned above.

GRANTEE shall promptly repair, replace or reimburse Grantor for any damage to fences or to growing crops caused by the construction, operation and maintenance of Grantee's facilities. Said temporary easement as above described is to be used only until such sewer construction is completed by the Leo-Cedarville Regional Sewer District.

IT IS AGREED that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs and assigns.

EXECUTED THIS 19 DAY OF June 1978.

Henry P. Wehrenberg

Ethel H. La Mar

Max G. Scott

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared HENRY P WEHRENBERG ETHEL H. LA MAR MAX G SCOTT who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19 day of June 1978.

Anne J. Fox

Resident of Allen County

ANNE J. FOX

NOTARY PUBLIC

MY COMMISSION EXPIRES:

3/6/80

This instrument was prepared by Robert E. Connolly, Attorney at Law, 2200 Lake Avenue, Suite 215, Fort Wayne, Indiana 46805.

City Paid 66-62-14 H.I. 6/19/78

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5806 -1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. West State Blvd. - from the west curb line of Sherman Blvd. to the west property line of Cambridge Blvd.

2. Poinsette Drive - from the west curb line of Cherokee Road to the south curb line of State Blvd.

3. Sprunger Avenue - from the north curb line of Spring Street to the north property line of Ellen Avenue.

4. Emerson Avenue - from the west property line of Sprunger Ave. as platted west, south of Emerson Avenue to the east property line of Sprunger Avenue as platted north of Emerson Avenue.

5. Freeman Street - from the south pavement line of Jefferson Blvd. to the north curb line of Taylor Street.

6. Winchester Road - from a point 1,000 Ft. ± northwest of Baer Field Thruway to the east pavement line of Bluffton Road.

ALTERNATE

7. State Blvd. - from the west property line of Cambridge Blvd. to a point 30 Ft. ± west of Tyler Avenue.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 19 day of June, 1978.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott, Member

ATTEST: Ursula Miller
Clerk

5906-78

6/19/78

115 1

City Paid 66-61-13 H.I
6/19/78

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 3805 - 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. A. Lombard Street - from the north property line of Molitor Street to the south property line of Reynolds Street.

   B. Lombard Street - from the south curb line of Maumee Avenue to the south property line of Pittsburg Street.

2. Wayne Trace - from the south curb line of New Haven Avenue to the west pavement line of Pioneer Street.

3. Williams Street - from the west curb line of Calhoun Street to the west property line of Webster Street.

4. Douglas Avenue - from the east curb line of Calhoun Street to the west curb line of Clinton Street.

5. Lake Avenue - from the west property line of Crescent Avenue to the west curb line of Anthony Blvd.

6. Columbia Avenue - from the west curb line of Crescent Avenue to a point (75 Ft.) east of Delta Blvd.

7. Forest Park Blvd. - from the north curb line of State Blvd. to the south curb line of Dodge Avenue.

8. West Drive - from the south curb line of Curdes Avenue to the north curb line of Dodge Avenue.

9. Kenwood Avenue - from a point (150 Ft.) west of Anthony Blvd. to the east curb line of Crescent Avenue.

ALTERNATE

10. Pontiac Street Elevation
    Intersections of Pioneer Street - Pontiac Street - Adams Street

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 19 day of June, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST: Ursula Miller
Clerk

66-56-14 H.I.
6/14/78

PROMISSORY NOTE

Fort Wayne, Indiana
June 14, 1978

For value received, one hundred eighty (180) days after date the undersigned Fort Wayne Water Utility promises to pay to the Fort Wayne Water Pollution Control Utility the sum of seven hundred fifty thousand ($750,000) dollars, with the interest at five (5%) per cent per annum until paid. Payable at the office of the Fort Wayne City Utilities, City-County Building, Fort Wayne, Indiana. Without relief from valuation or appraisement laws. With interest at 10% per annum and attorney fees if not paid when due.

Fort Wayne Water Utility

by the City of Fort Wayne
Board of Public Works

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

To Board of Public Works Date 6/14/78

From Edmund A. Stanczak, Jr., General Superintendent, City Utilities

Subject PROMISSORY NOTE

COPIES TO:

Because of a cash flow problem within the Water Utility, a loan from the Water Pollution Control Utility is necessary to maintain our sinking funds balances at legally required levels. Therefore, I recommend the Board of Public Works adopt a resolution allowing the loan of $750,000 from the Water Pollution Control Utility to the Water Utility for a period of 180 days at an interest rate of 5 %. The attached Promissory Note reflects this recommendation.

66-56-13 H.I.
6/14/78

RESOLUTION NO. 66-56-13

WHEREAS, the Board of Public Works of the City of Fort Wayne is the governing body of the Fort Wayne City Utilities; and

WHEREAS, there exists a Cash Reserve Fund in the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Utility is in need of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars:

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne hereby approves the loan of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars from the Fort Wayne Water Pollution Control Utility to the Fort Wayne Water Utility for a period not to exceed 270 days at rate of 5% per annum.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Henry P. Wehrenberg, Chairman

Ethel H. LaMar

Ethel H. LaMar, Member

Max G Scott

Max G Scott, Member

ATTEST:

Ursula Miller

Ursula Miller, Clerk

66-51-14 H.I. 18.
6/12/78

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

IN THE MATTER OF DIVERSIFIED UTILITIES, INC., UTILITY DEVELOPMENT CORPORATION, and its subsidiaries: CLEARWATER UTILITIES, INC. and SEWAGE UTILITIES OF INDIANA, INC., Debtors, JOHN N. PICHON, JR., Trustee in Reorganization of Utility Development Corporation, and its subsidiaries: Clearwater Utilities, Inc., and Sewage Utilities of Indiana, Inc., DIVERSIFIED UTILITIES, INC., an Indiana corporation, Plaintiffs, CENTURY 21 INVESTMENTS, INC., HERITAGE LANDS, INC., INBALCO INC., McABEE HOMES, INC., PALMER DEVELOPMENT COMPANY, INC., and COUNTRYSIDE BUILDERS, INC., Plaintiff Intervenors, v. CITY OF FORT WAYNE and its BOARD OF PUBLIC WORKS, Defendants.	IN PROCEEDINGS FOR THE REORGANIZATION OF A CORPORATION NO. 8432 8435

STIPULATION OF SETTLEMENT

WHEREAS, the Defendants (hereinafter "the City") and Maplewood Park Utilities, Inc. (hereinafter "Maplewood") entered into a certain contract and various amendments thereto, which contract and amendments are designated as follows and were entered into on the dates set forth as follows: "Contract Number 5852" on December 5, 1958; the "Amendment to Contract Number 5852" on August 23, 1961; and the "Second Amendment to Contract Number 5852" on January 15, 1963; and the City alleges that the City and Maplewood also executed two separate "option agreements" dated August 5, 1963, and August 19, 1963; and

WHEREAS, the City has supplied Maplewood with water for sale to its customers in the areas specifically described in the agreements dated December 5, 1958, August 23, 1961, and January 15, 1963, which areas are hereinafter referred to as the "Contract Area," and which areas along with the Faith Baptist Church and certain property designated Fort Wayne Community Schools are designated in red on the map attached hereto, made a part hereof and marked "Exhibit A"; and

WHEREAS, the water supplied by the City has been used by Maplewood to serve its customers in areas outside those of the Contract Area, which areas are jointly hereinafter referred to as the "Non-Contract Area", and which areas are designated in blue and green on "Exhibit A" attached hereto; and

WHEREAS, the Plan of Reorganization in Cause No. 8435 of the United States District Court for the Northern District of Indiana (hereinafter "the Court") for Utility Development Corporation (hereinafter "U.D.C.") and its subsidiaries, Clearwater Utilities, Inc. (hereinafter "Clearwater"), and Sewage Utilities of Indiana, Inc. (hereinafter "Sewage Utilities") provides that all options granted by Maplewood, including those in the five agreements set out above, which may give the City any right to acquire any part of the sewer or water system of Maplewood will be "deemed to have been declared invalid and unenforceable"; and

WHEREAS, the validity of said option provisions is presently a subject of separate proceedings in this cause, which proceedings are not affected by this agreement; and

WHEREAS, the City has been desirous of terminating any and all obligations it may have to supply water to Maplewood for resale to its customers and has given notice to Maplewood of its intention to do so; and

WHEREAS, Diversified Utilities, Inc. (hereinafter "Diversified") and the City entered into contracts which provided for the treatment by the City of sewage collected by Diversified, one of which contract was dated November 26, 1968, was applicable to sewage collected by Diversified in Aboite and Wayne Townships and received by the City through its Westmoor Pumping Station (hereinafter referred to as the "Aboite sewage contract"), which was modified by a subsequent agreement dated July 14, 1969, and which the City contends was further modified by an agreement dated July 16, 1974, which contention Diversified disputes; and

WHEREAS, there is not at the present time an interruption or threatened interruption in such treatment and Diversified and Clearwater and the City may in the future assert any of their rights arising out of the agreements described in the immediately preceding paragraph, including specifically the City's right to seek payment from Diversified of past bills for treatment of sewage received under the Aboite sewage contract as amended and Diversified's right to collect escrow payments from the City to reimburse construction costs under these contracts; and

WHEREAS, the Plaintiffs commenced litigation (hereinafter "Injunction Proceedings") seeking, among other things, a permanent injunction preventing Defendants from in any way terminating water or sewer service being provided by the Defendants to the Plaintiffs at the time of the initiation of said litigation in accordance with the provisions of the aforesaid agreements and further seeking, among other things, that Defendants be ordered to show cause why they should not be required to

connect with the system operated by Sewage Utilities with the St. Joe Interceptor Sewer and to connect with the system operated by Diversified in the Lake River Estates area; and

WHEREAS, the Injunction Proceedings involve, among other questions, the questions of whether the City has an obligation to furnish water to Maplewood, whether it has a right to terminate any such obligation, whether any such right of termination may be exercised only upon reasonable notice, and, if so, the length of such notice; and

WHEREAS, such litigation has been time consuming, costly, and created uncertainty to the parties and others, which the parties seek to minimize; and

WHEREAS, the parties seek to act in the best interests of all parties and are desirous of settling the Injunction Proceedings and resolving those questions set forth hereinabove to wit: whether the City has an obligation to furnish water to Maplewood, whether it has a right to terminate any such obligation, whether any such right of termination may be exercised only upon reasonable notice, and, if so, the length of such notice; and

WHEREAS, by reason of the foregoing recitals and following provisions, Inbalco Inc., Heritage Lands, Inc., Century 21 Investments, Inc. and Countryside Builders, Inc., all intervenors in the above captioned litigation, are agreeable to this method of resolving the dispute and terminating the above captioned litigation;

NOW, THEREFORE, in consideration of those premises and the following covenants, it is agreed by and between the parties hereto:

1. Subject to approval of this Stipulation by the Court, the Plaintiff and Intervenors do hereby dismiss the Injunction Proceedings, and Defendants, City of Fort Wayne and its Board of Public Works, do hereby dismiss the appeal taken from the Order of the Bankruptcy Judge dated June 7, 1977, by Notice of Appeal filed on June 17, 1977. It is agreed that the Order approving this Stipulation by the Bankruptcy Judge shall constitute a dismissal of the Injunction Proceedings and all pleadings filed therein, including the above described appeal, and such Order may so state.

2. The City shall supply water to Maplewood on the following terms and conditions:

(a) The City shall supply water to Maplewood for distribution by Maplewood to its present and future customers located in the Contract Area along with the Faith Baptist Church and certain property designated Fort Wayne Community Schools specifically designated in red on "Exhibit A" under the terms and conditions of the contracts between the City and Maplewood dated December 5, 1958, as amended August 23, 1961, and January 15, 1963, which supply shall continue until December 1, 1979. On December 1, 1979, any obligation of the City to supply Maplewood with water for distribution

to any of Maplewood customers in any area shall cease, terminate and expire.

(b) The City shall supply water to Maplewood for distribution by Maplewood to its present and future customers located in that part of the Non-Contract Area designated in blue on "Exhibit A" and more particularly described on "Exhibit B" under the same terms and conditions provided in 2a (the locations being generally in the subdivisions of Cambridge Oaks, Lindemuth Homestead, Windswept I and II, Kloepper, Countryside Estates and Blackhawk), which supply shall continue until December 1, 1978. On December 1, 1978, any and all obligation of the City to supply Maplewood with water for distribution to these customers shall cease, terminate and expire.

(c) The City shall supply water to Maplewood for distribution by Maplewood to its present and future customers located in that part of the Non-Contract Area designated in green on "Exhibit A" and more particularly described on "Exhibit C" under the same terms and conditions provided in 2a (the locations being generally in the subdivisions of Maplewood Downs and Oakhurst Park), which supply shall continue until June 1, 1978. On June 1, 1978, any and all obligation of the City to supply Maplewood with water for distribution to these customers shall cease, terminate and expire.

3. Within ten (10) days of the signing of this agreement, Maplewood shall, at its own expense, cause all existing valve interconnections between the City's water distribution system and Maplewood's distribution system through which it distributes City water to its customers to be physically separated from the water distribution system of Puritan Utilities, Inc. and the water distribution system of Maplewood through which Maplewood distributes water supplied by Puritan Utilities, Inc. (hereinafter "Puritan") or any other source. The purpose of this provision is to provide, maintain and insure the physical separation between the City's water supply and any other water supply. If the Indiana State Board of Health states in writing that it has no objection to a particular interconnection, it shall not be necessary to physically separate the interconnection to which such statement refers. The City shall inspect each interconnection at the time of the physical separation, and shall be furnished with a copy of any written statement of non-objection to a specified interconnection received from the Indiana State Board of Health.

In the event any interconnection is not physically separated or a statement of the non-objection of the Indiana State Board of Health is not received within ten (10) days after the signing of this agreement, the City may take whatever action is reasonably necessary to physically separate the interconnection and the reasonable costs thereof shall be paid by Maplewood within thirty (30) days of receipt of an itemized statement thereof.

Maplewood represents that the interconnections described above are at the locations set out as "Exhibit D", and that they are the only existing interconnections between the City water supply and the supply from Puritan or other source known to Maplewood.

At such time as the obligation of the City to supply water to Maplewood terminates, as provided in 2b and 2c above, Maplewood shall, at its own expense, cause the interconnections to said areas to be physically separated or shall obtain a statement of non-objection by the State Board of Health. The location of each of these interconnections is listed on "Exhibit E". If Maplewood fails to disconnect said interconnections within ten (10) days after termination of the City's water supply, or provide such statement of the non-objection of the Indiana State Board of Health, the City may take whatever action is reasonably necessary to physically separate the interconnections and maintain the City's water supply physically separate from any other water supply. The reasonable costs of any such disconnection performed by the City shall be paid by Maplewood within thirty (30) days of receipt of an itemized statement thereof.

On December 1, 1979, the City shall, at its own expense, disconnect its water distribution system from that of Maplewood and may remove any connecting and metering devices now in place. Maplewood may inspect such disconnection and shall take whatever action is necessary to maintain or protect its water distribution system.

In the event any of the interconnections are the subject of a statement of non-objection from the Indiana State Board of Health and are, therefore, not physically disconnected, the valves in such interconnections shall remain closed in order to maintain the separation of the City's water supply from others and the City shall have the right to inspect them at its expense at any time and as often as it deems necessary. The City may close any valves determined to be open but such inspection shall not otherwise interfere with Maplewood service to its customers.

4. During the term the City supplies Maplewood, Maplewood shall not distribute City water to any customers except those in the areas described in "Exhibit A" or listed on "Exhibit B" or "Exhibit C".

5. This agreement shall not:

(a) Be construed to grant any party an exclusive right to serve as a water or sewage utility in any area or be deemed acquiescence or consent to any such exclusive right.

(b) Affect whatever rights the City may have, if any, to acquire the assets of Maplewood pursuant to the provisions of Contract 5852 or its amendments or the option agreements between Maplewood and the City and shall not affect the present appeal

of the ruling of the Bankruptcy Judge granting summary judgment to Inbalco Inc., or the City's Objections to the Plan of Reorganization of U.D.C. and its subsidiaries.

(c) Affect the rights or remedies of Diversified and the City under the Aboite sewage contract as amended or any other contracts providing for the treatment of sewage collected by Diversified and Clearwater.

6. Nothing contained herein shall be construed as an admission against interest by any party, nor to be for the benefit of any person not a party hereto.

7. The parties understand that at the time that the City terminates water service to Maplewood under any of the provisions of this Stipulation, it will be necessary for Maplewood to interconnect to other water supply sources. At any time within thirty (30) days prior to the time fixed for termination of City water service under any of the provisions of this Stipulation, Maplewood may construct the interconnections for the replacement water supply, but such interconnections shall remain closed until such time as City water service actually terminates. The interconnections referred to in this paragraph are to be treated the same as previously described interconnections with regard to a statement from the State Board of Health and the right of the City to inspect.

8. The parties agree that they will cooperate in all respects in carrying out the terms of this Stipulation so that there will be no interruption of water service to the customers of Maplewood, a physical separation of water supplies will be maintained and there will be no use of City water by Maplewood except as herein provided.

9. This Stipulation and the rights and duties of the parties hereunder shall be subject to the continuing jurisdiction of the Court but the City specifically reserves all right which it now has to object to the jurisdiction of this Court set forth in its Objection to the Plan of Reorganization filed June 22, 1976, and all other pleadings filed in Cause No. 8435.

This Stipulation contains the entire agreement of the parties hereto.

DATED this 30th day of January, 1978.

JAMES M. BARRETT, III

HOWARD L. CHAPMAN

Attorneys for Inbalco Inc.

WILLIAM N. SALIN, Attorney for the City of Fort Wayne and its Board of Public Works

MACLYN T. PARKER, Attorney for Diversified Utilities, Inc. and Maplewood Park Utilities, Inc., and for John N. Pichon, Jr. as Trustee of Utility Development Corporation and its Subsidiaries: Clearwater Utilities, Inc., and Sewage Utilities of Indiana, Inc.

EXHIBIT B

Non-Contract Area - 1 Year Term

Cambridge Oaks	T18 - T59	2
Lindemuth Homestead	T67, T45, T44, T42 T33, T16, T46, T56	8
Countryside Est.	Lots 1, 2, 13, 103, 104, 108, 109, 110, 111, 112, 115, 117, 118, 119, 121, 122, 123, 124, 125, 127, 128, & 129	22
Kloeppers	T43, T38 (3) T9, T34, T31, T57	8
Windswept I		0
Windswept II	Lots 27 thru 59	33
Country Place	Lots 1 thru 38	38
Wittmar Add.	Tracts 1A, 1B, 1C, 1D, 2A, 2B, T57	7
Bellshire		0
Blackhawk		0
Total Possible		118

EXHIBIT C

Non-Contract Area - 6 Mo. Term	
Maplewood Downs	0
Oakhurst	0
Total Possible	0

EXHIBIT D

LOCATION OF INTERCONNECTIONS - PURITAN-MAPLEWOOD

1.	Oakhurst Park	-	Oakhurst Dr. & St. Rd. 37
2.	Maplewood Downs	-	Maplecrest Rd. & Bellfield Dr.
3.	Maplewood Downs	-	Mapledowns Dr. & Maplecrest Rd.
4.	Bellshire Add.	-	Bellshire Way & E. State Blvd.
5.	Bellshire Add.	-	E. State Blvd. & 8" a.c. extended at end of Devereux Dr.
6.	Maplewood Terr. @ E P.L. of Elmbrook-		not presently connected
7.	Maplewood Terr. on E P.L. @ Duane Dr.-		not presently connected

66-56-

RESOLUTION NO. 66-56-13

WHEREAS, the Board of Public Works of the City of Fort Wayne is the governing body of the Fort Wayne City Utilities; and

WHEREAS, there exists a Cash Reserve Fund in the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Utility is in need of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars:

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne hereby approves the loan of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars from the Fort Wayne Water Pollution Control Utility to the Fort Wayne Water Utility for a period not to exceed 270 days at rate of 5% per annum.

BOARD OF PUBLIC WORKS

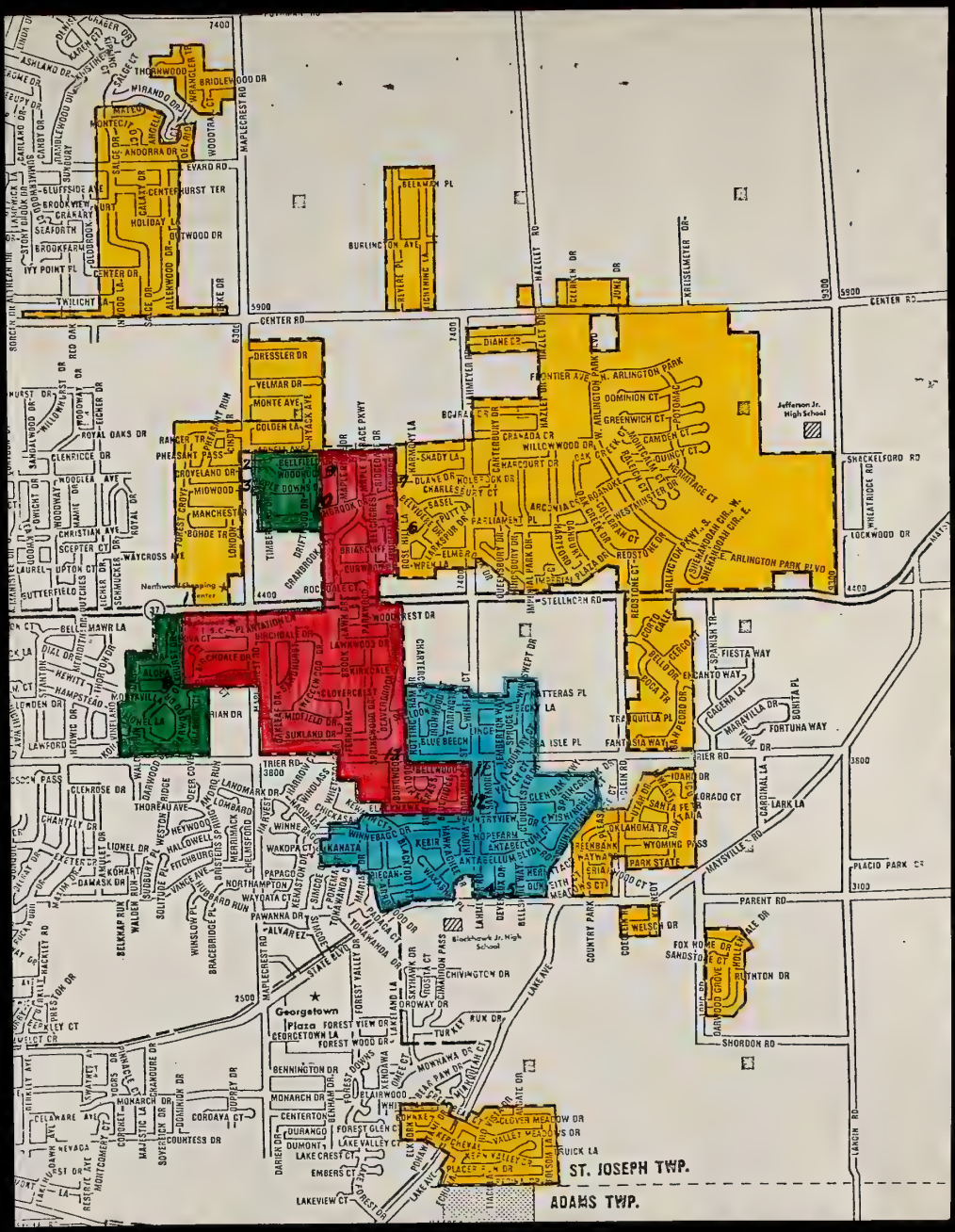
Henry P. Wehrenberg, Chairman

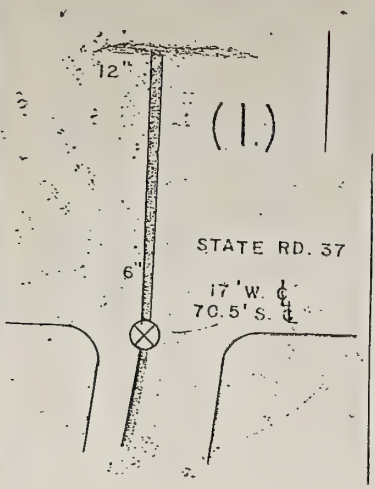
Ethel H. LaMar, Member

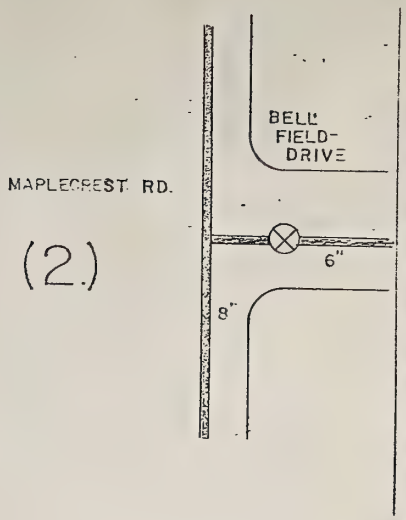
Max G Scott, Member

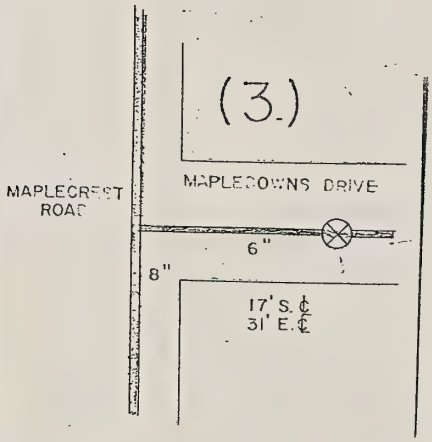
ATTEST:

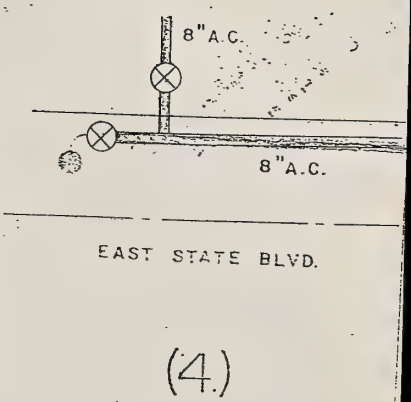
Ursula Miller, Clerk

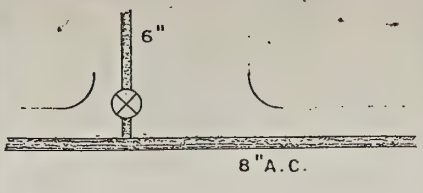

CENTER RD
5900
5800
7400
6300
4400
3800
3100
2500
Georgetown Plaza
Northwood Shopping Center
Jefferson Jr. High School
Blackhawk Jr. High School
ST. JOSEPH TWP.
ADAMS TWP.


12"
(1.)
STATE RD. 37
6"
17' W. ℄
70.5' S. ℄


MAPLECREST RD.
BELL FIELD-DRIVE
(2.)
6"
8"

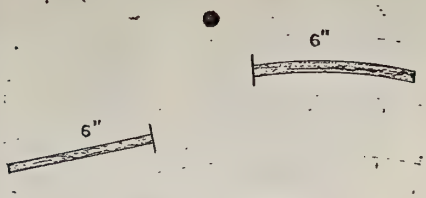

(3.)
MAPLECREST ROAD
MAPLEDOWNS DRIVE
6"
8"
17' S. ℄
31' E. ℄


8"A.C.
8"A.C.
EAST STATE BLVD.
(4.)



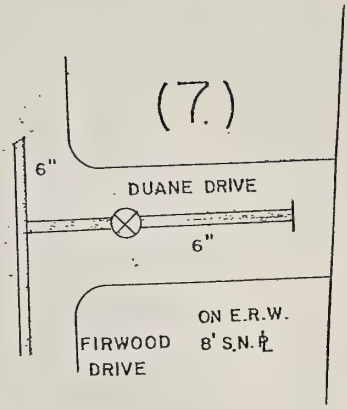
EAST STATE BLVD.

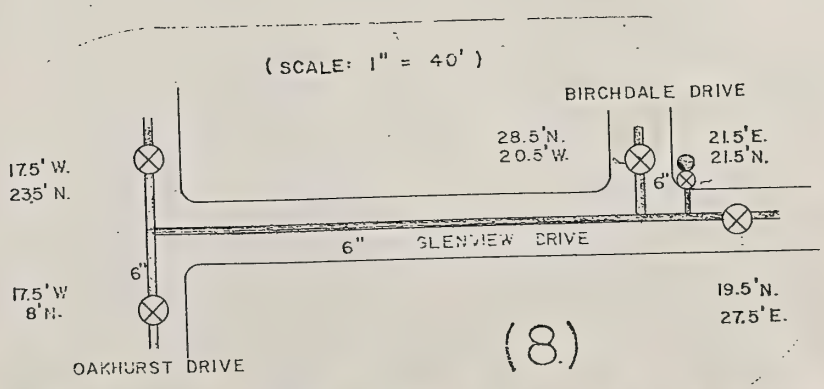
(5.)

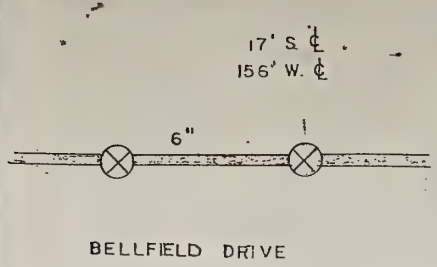


ELMBROOK DRIVE

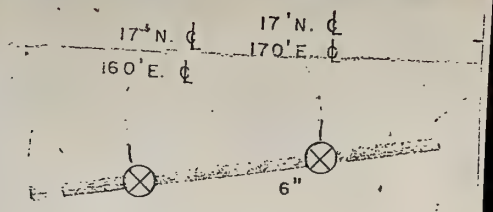
(6.)



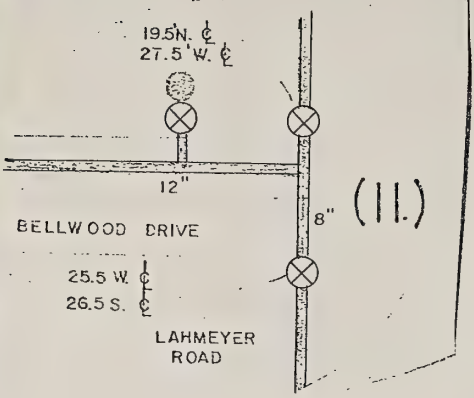



17' S. ℄
156' W. ℄
6"
BELLFIELD DRIVE

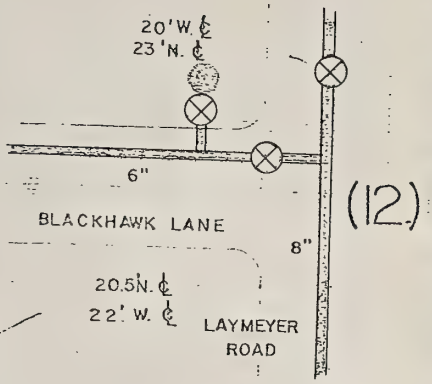
(9.)


17' N. ℄
160' E. ℄
17' N. ℄
170' E. ℄
6"
ASHBROOK DRIVE

(10.)

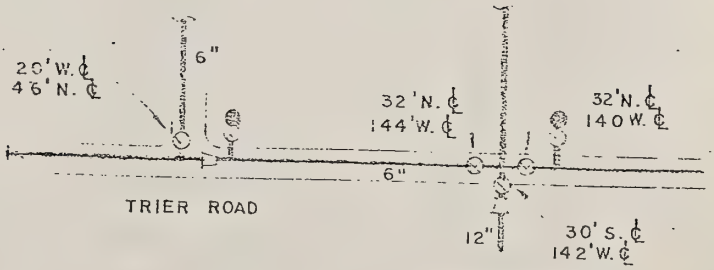

19.5 N. ℄
27.5' W. ℄
12"
8"
BELLWOOD DRIVE
25.5 W. ℄
26.5 S. ℄
LAHMEYER ROAD

(11.)


20' W. ℄
23' N. ℄
6"
BLACKHAWK LANE
8"
20.5 N. ℄
22' W. ℄
LAYMEYER ROAD

(12.)

(13)


20' W. ℄
46' N. ℄
6"
32' N. ℄
144' W. ℄
32' N. ℄
140 W. ℄
6"
TRIER ROAD
12"
30' S. ℄
142' W. ℄
BURWOOD TERRACE

66-56-13 H.I.
6/14/78

RESOLUTION NO. 66-56-13

WHEREAS, the Board of Public Works of the City of Fort Wayne is the governing body of the Fort Wayne City Utilities; and

WHEREAS, there exists a Cash Reserve Fund in the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Utility is in need of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars:

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne hereby approves the loan of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars from the Fort Wayne Water Pollution Control Utility to the Fort Wayne Water Utility for a period not to exceed 270 days at rate of 5% per annum.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

78- 22231

66-51-13 M.I. 12/12/78

S-112-78 11/1/78

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 12 day of June, 1978, by and between Nelson R. Minnick, hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows: Beginning at an existing Manhole #72 (Resolution #273 St. Joe Interceptor Sewer); thence Northeasterly 345 feet to the Southwest corner of a certain 2.11 acre tract in the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, in Perry Township; thence Northerly, along the West line of said 2.11 acre tract, a distance of 200 feet to the point of termination.

1978 JUL 26 AM 10:30 ALLEN COUNTY RECORDER

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Nelson R. Minnick Sanitary Sewer which plans, specifications, and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas.

WHEREAS, the total cost of construction of said sewer is represented to be $6,000.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

DULY ENTERED FOR TAXATION

JUL 25 1978

AUDITOR OF ALLEN COUNTY

6120

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate: 2.11 acres in the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, in Perry Township, which 2.11 acre tract is more particularly described as follows:

Commencing at a point where the South line of said tract intersects the West boundary line of the Lima Road; thence North along the West line of said Lima Road 369 feet; thence West parallel with the South line of said Quarter Quarter Section a distance of 248.5 feet; thence South parallel with the Lima Road 372 feet to the South line of said quarter quarter section; thence East 248.5 feet to the place of beginning.

Subject to a grant of right of way to the State of Indiana by grant dated April 4, 1961, recorded in Deed Record 586, Page 256, in the Office of the Recorder of Allen County, Indiana.

An area connection charge of $475.00 per acre must be paid to City at the time of connection. This area connection charge represents the oversizing cost expended by City for sewer line per Resolution 61-140-11.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA

Said sewer, when constructed, will also serve the additional or excess area. No local sewer extension charges shall be made against excess area by this agreement. An area connection charge of $475.00 per acre must be paid to City at the time of connection. This area connection charge represents the oversizing cost expended by City for sewer lines per Resolution #61-140-11.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATIONS ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other that sanitary sewage or contaminated waste.

7. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Anno. I. C. 19-2-7-16, 17, & 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), , the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Nelson R. Minnick

Nelson R. Minnick

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before ne, the undersigned, a Notary Public in and for said County and State, personally appeared Nelson R. Minnick, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 26th day of May, 1978.

Deanna Faust

Notary Public - Deanna Faust

My Commission Expires:

10-11-81

Resident of Allen County, Indiana.

CITY OF FORT WAYNE, INDIANA

BY: Robert Armstrong

Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS:

BY: Henry P. Wehrenberg

Henry P. Wehrenberg, Chairman

BY: Ethel H. LaMar

Ethel H. LaMar, Member

May G. Scott

Max G. Scott

Approved as to form and legality:

Associate City Attorney

ATTEST:

Ursula Miller

120

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, and Max G. Scott, known to me to be the Mayor, the menbers of the Board of Works of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and motarial seal this 12 day of June 1970

Notary Public

My Commission Expires:

3-4-72

Resident of Allen County, Indiana.

This instrument prepared by P.R. Boller, P.E. Chief Water Pollution Control Engineer.

121

Form 1929

66-45-15 H.I
6/7/78

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5803-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve concrete pavement adjacent to and fronting property - 3704 and 3710 Vance Avenue, by draining, curbing, grading and paving the roadway to a uniform width of 27 ft. including curbs, 8" concrete pavement.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City.

Adopted, this 7 *day of* June, 1978

Ursula Miller

BOARD OF PUBLIC WORKS: Henry P. Wehrenberg, Edward D. Parrot, Mary G. Scott

CALHOUN PRESS

66-45-14 H.I.
6/7/78

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5802-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by construction of sidewalk and curb on Boone Street from Watkins Street to Cherry Street; Growth Street on west side only from 80' north of Morrison to 335' north of Morrison; Wheeler Street south side only from Runnion Avenue to western terminus; Mary Street from Runnion Avenue to western terminus; Davis Street east side only; Mary Street to Link Street; Osage Street, Main Street to alley north of Boone Street. (Nebraska Area Phase III)

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 7 *day of* June, 1978

ATTEST: Ursula Miller
Secretary and Clerk

BOARD OF PUBLIC WORKS: Henry P. Wehmeyer
Edward D. LaMar
Moy G. Scott

CALHOUN PRESS

123

Form 1929

66-44-12 H.I.
6/7/78

Improvement Resolution
FOR CURB AND SIDEWALK

No. 5801-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve and repair curbs, sidewalks, and catch basins in an area bounded by Oak Street on the north, Lewis Street on the south, Division Street on the east, and Ohio Street on the west; also known as the East Central Community Association Impact Area N.P.I. Phase III.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid for by Community Development and Planning.

Adopted, this 7th *day of* June, 1978.

ATTEST: Ursula Miller
Clerk of the Board

BOARD OF PUBLIC WORKS:

Henry P. Helmsberg
Edward H. LaMar
Mary G. Scott

Bill 1061

CALHOUN PRESS

78- 20122 66-39-5 H.I. 6/5/78 S-105-78 6/27/78

DULY ENTERED FOR TAXATION

JUL 10 1978

Jean D. Uebelhoer
AUDITOR OF ALLEN COUNTY

AGREEMENT
FOR
SEWER EXTENSION

INSTRUMENT # 5340

THIS AGREEMENT made in triplicate this 5th day of June, 1978, by and between LE VAL D'OR DEVELOPMENT, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

1978 JUL 10 AM 10 22
ALLEN COUNTY RECORDER
Jean E. Rudisill

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

LE VAL D'OR - SECTION 1

Line "A" - Beginning at a proposed manhole #1 to be constructed over an existing 18" sanitary sewer, said manhole to be situated on the East property line of Lot #9 in LE VAL D'OR, SECTION 1, approximately 110 feet North of the right-of-way of Dorsay Court; thence Southerly along the East property line of said Lot #9, a distance of 110 feet to proposed manhole #2, said manhole being situated on the corner of Lots #8 and #9 in LE VAL D'OR, SECTION 1, and the right-of-way of Dorsay Court; thence Southerly, a distance of 290 feet to proposed manhole #3, said manhole being situated on the corner of Lots #4 and #5 in LE VAL D'OR, SECTION 1, and the right-of-way of Dorsay Court; thence Southerly, along the right-of-way of Dorsay Court, 150 feet terminating at a proposed manhole #5, said manhole being situated 25 (plus or minus) feet North and 20 (plus or minus) feet East of the centerline intersection of Monet Drive and Dorsay Court in LE VAL D'OR, SECTION 1.

Line "B" - Beginning at a proposed manhole #5, said manhole being situated on the North right-of-way of Monet Drive approximately 15 feet East of the Southwest corner of Lot #2 in LE VAL D'OR, SECTION 1; thence Westerly, along the North right-of-way of Monet Drive, a distance of 185 feet to proposed manhole #4; thence Southwesterly, along the North right-of-way of Monet Drive, a distance of 340 feet to proposed manhole #7; thence Southwesterly, a distance of 180 feet to proposed manhole #8; thence Westerly, 350 feet terminating at a proposed manhole #9, said manhole being situated 100 feet West of the Southwest corner of Lot #33 in LE VAL D'OR, SECTION 1, and on the future North right-of-way of Monet Drive.

Line "C" - Beginning at a proposed manhole #5, said manhole being situated on the North right-of-way of Monet Drive approximately 15 feet East of the Southwest corner of

Bill - 7061

9.50

Lot #2 in LE VAL D'OR, SECTION 1; thence Southerly, along the West right-of-way of Monet Court, 370 feet terminating at a proposed manhole #6, said manhole being situated on the right-of-way of Monet Court approximately 25 feet West of the Northeast corner of Lot #47 in LE VAL D'OR, SECTION 1.

Line "D" - Beginning at an existing manhole #10 over an existing 18" sanitary sewer, said manhole being situated 110 (plus or minus) feet East and 25 (plus or minus) feet South of the Northwest corner of LE VAL D'OR, SECTION 1; thence Southerly, a distance of 300 feet, to proposed manhole #11, said manhole being situated on the corner of Lots #25 and #26 in LE VAL D'OR, SECTION 1, and the right-of-way of Champagne Court; thence Southeasterly, along the North right-fo-way of Champagne Court, a distance of 290 feet to proposed manhole #12; thence Southerly, 170 feet terminating at a proposed manhole #13, said manhole being situated on the East right-of-way line of Champagne Court approximately 10 feet South of the Northwest corner of Lot #19 in LE VAL D'OR, SECTION 1.

All sewers consist of 2735 ± L.F. of 8-inch E.S.C.P., ABS Plastic Pipe or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as LE VAL D'OR, SECTION 1, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of

City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as LE VAL D'OR.

Part of the North Half of the Northeast Quarter of Section 34, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the North line of said Northeast Quarter at a point situated 350.0 feet West of the Northeast corner of said Northeast Quarter; thence West, on and along said North line, a distance of 2221.37 feet to the Northwest corner of said Northeast Quarter; thence Southerly, by a deflection angle left of 90°-17', on and along the West line of said Northeast Quarter, a distance of 1022.55 feet; thence Easterly, by a deflection angle left of 89°-44'-50" and parallel to the South line of said North Half, a distance of 2570.59 feet to the East line of said Northeast Quarter; thence Northerly by a deflection angle left of 90°-12'-34", on and along said East line, being also the centerline of Auburn Road, a distance of 640.2 feet to a point situated 380.8 feet Southerly from the Northeast corner of said Northeast Quarter; thence West, by a deflection angle left of 89°-45'-36" and parallel to the North line of said Northeast Quarter, a distance of 350.0 feet; thence Northerly, by a deflection angle right of 89°-45'-36" and parallel to said East line, a distance of 380.8 feet to the point of beginning, containing 57.250 acres of land, subject to legal right-of-way for Auburn Road and further subject to the following easements:

1. An electric utility easement over the Westerly 10 feet thereof.
2. A sanitary sewer easement, 20 feet in width, as recorded in Document # 76-13426.
3. A gas line easement, 12 feet in width, lying West of and adjacent to the existing West right-of-way line of Auburn Road.

OF WHICH now is being platted LE VAL D'OR, SECTION 1, containing 24.196 acres more particularly described as follows:

> Part of the North Half of the Northeast Quarter of Section 34, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:
>
> Beginning on the North line of said Northeast Quarter at a point situated 350.0 feet, N 90°-00' W (assumed bearing and is used as the basis for the bearings in this description) from the Northeast corner of said Northeast Quarter; thence N 90°-00' W, on and along said North line, a distance of 922.98 feet; thence S 00°-00' W, a distance of 359.18 feet; thence S 40°-00' E, a distance of 380.0 feet; thence S 10°-00' W, a distance of 160.0 feet; thence S 15°-56'-40" W, a distance of 50.27 feet; thence S 01°-52'-30" W, a distance of 165.47 feet to a point situated 300.0 feet North of the South line of said North Half; thence N 89°-58'-10" E and parallel to said South line, a distance of 1080.0 feet to the East line of said Northeast Quarter at a point situated 300.0 feet, N 00°-14'-24" W from the Southeast corner of said North Half; thence N 00°-14'-24" W, on and along said East line, being also the centerline of Auburn Road, a distance of 640.2 feet to a point situated 380.8 feet, S 00°-14'-24" E from the Northeast corner of said Northeast Quarter; thence N 90°-00' W and parallel to the North line of said Northeast Quarter, a distance of 350.0 feet; thence N 00°-14'-24" W and parallel to said East line, a distance of 380.0 feet to the point of beginning, containing 24.196 acres of land, subject to legal right-of-way for Auburn Road.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGES AGAINST AREA.

An area connection charge of $475.00 per acre must be paid to the City at the time of connection. This area connection charge represents the oversizing cost expended by the City for the sanitary sewer, St. Joe Interceptor, that provides service to LE VAL D'OR, SECTION 1. Also Sanitary Sewer Reimbursement monies due Macke Development Corp. by Recorded Document 77-05701.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this

article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

LE VAL D'OR DEVELOPMENT, INC.

ATTEST:

By: _____
Dr. G. M. Maldia
Corporate Secretary

By: _____
Barbara A. Maldia, President
"DEVELOPER"

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara A. Maldia, President and Dr. G. M. Maldia, Corporate Secretary of LE VAL D'OR DEVELOPMENT, INC., who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 18th day of May, 1978.

_____
Deanna Faust, Notary Public

My Commission Expires:

10-11-81

Resident of Allen County, Indiana.

CITY OF FORT WAYNE, INDIANA

By: _____
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: _____
Henry C. Wehrenberg, Chairman

By: _____
Ethel H. LaMar, Member

By: _____
Max G. Scott, Member

Approved as to form and legality:

_____
Associate City Attorney

ATTEST:

_____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, and ~~Max C. Scott~~, known to me to be the Mayor, the members of the Board of Works of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and notarial seal this 5 day of June, 1978.

Anne J. Fox
, Notary Public

My Commission Expires:
3/6/80

Resident of Allen County, Indiana.

This instrument prepared by: Larry J. Burke, Deputy City Attorney.

H.I.
6/7/78

DIANA,
an
t of

125 4

-78- 15641 - 66-37-28 H.I

DULY ENTERED FOR TAXATION 5/31/78

JUN - 5 1978

Jean D. Yehlen
AUDITOR OF ALLEN COUNTY

AFFIDAVIT AND ASSIGNMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

INSTRUMENT # 3714

The affiant-assignor, M. JOYCE SCHLATTER, being first duly sworn upon her oath, deposes and says:

1. That she was the sole stockholder of the Indiana corporation known as Poag Custom Homes, Inc.;

2. That Poag Custom Homes, Inc. was voluntarily dissolved as an Indiana corporation, after the filing of the proper Articles of Dissolution, including a plan of complete liquidation and dissolution, on November 7, 1977, said dissolution witnessed by the Certificate of Dissolution issued by the office of the Secretary of State of Indiana attached hereto and made a part hereof as Exhibit "A";

3. That as the sole stockholder of Poag Custom Homes, Inc. and pursuant to the plan of complete liquidation and dissolution, all assets of the corporation, consisting of real estate, cash and certain tangible and intangible personal property, were distributed to affiant-assignor, and affiant-assignor is the sole owner of said corporate assets;

4. That included in the intangible personal property of Poag Custom Homes, Inc., as assigned to affiant-assignor, were certain rights to the use of the Paulding Lift Station of the City of Fort Wayne;

5. That affiant-assignor is one of the stockholders of Crown Ridge Development Corp., an Indiana corporation;

6. That affiant-assignor hereby assigns any and all rights she owns and possesses to the use of the tap-ins of the Paulding Lift Station of the City of Fort Wayne, previously owned

WPCE
7061-Jeff

by Poag Custom Homes, Inc. and later distributed to affiant-assignor pursuant to the complete liquidation and dissolution plan of Poag Custom Homes, Inc.;

7. That this assignment is made in order to allow Crown Ridge Development Corp. the use of all tap-ins of the Paulding Lift Station previously owned by Poag Custom Homes, Inc.

Further affiant-assignor says not.

M. Joyce Schlatter

M. JOYCE SCHLATTER

Subscribed and sworn to before me, a Notary Public in and for Allen County, Indiana, this 24 day of May, 1978. WITNESS my hand and Notarial Seal.

Peter G. Mallers

Peter G. Mallers, II, Notary Public
A resident of Allen County, Indiana.

My Commission Expires:

12/21/80

Prepared by: Peter G. Mallers, II of Adair, Perry, Beers, Mallers & Larmore, Members, Allen County, Indiana Bar Assocaition.

SS-C81

STATE OF INDIANA

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF DISSOLUTION

OF

To Whom These Presents Come, Greeting:

POAG CUSTOM HOMES, INC.

I, LARRY A. CONRAD, *Secretary of State of the State of Indiana, hereby certify that Articles of Dissolution of the captioned corporation, prepared and signed in duplicate, have been filed this day in my office, in the form prescribed, in accordance with "An Act concerning domestic and foreign corporations for profit, providing penalties for the violation hereof, and repealing all laws or parts of laws in conflict herewith", approved March 16, 1929, and Acts supplemental thereto.*

WHEREAS, *upon due examination, I find that the Articles of Dissolution conform to law, that proof of publication has been submitted with the Articles, that all necessary clearances have been received, and that all required fees have been paid:*

THEREFORE, *I have endorsed my approval upon the copies of the Articles so presented, have filed one copy of such Articles in this office, and have returned the remaining copy(ies) so endorsed together with this Certificate of Dissolution.*

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 7th *day of* November, 19 77

LARRY A CONRAD, *Secretary of State*

By: *Deputy*

Exhibit A

66-36-27 N.I
5/31/78 126

78- 15665

COMMISSIONER'S DEED

WHEREAS, on the 14th day of February, 1978, the Board of Commissioners of Allen County, Indiana, entered into an agreement with the Board of Works of the City of Fort Wayne, Allen County, Indiana, whereby said Board of Commissioners ascertained that the following described real estate, to-wit:

The East 1/2 of Lot 220, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 443 E. Masterson, Fort Wayne, Indiana).

Lot 223, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 501 E. Masterson, Fort Wayne, Indiana).

The West 1/2 of Lot 229, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 537 E. Masterson, Fort Wayne, Indiana).

Lot 229, Except the West 30', Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 541 E. Masterson, Fort Wayne, Indiana).

The South 1/2 of Lot 203, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 1812 and 1814 Clay Street, Fort Wayne, Indiana).

Lot 198, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 526 and 528 E. Wallace, Fort Wayne, Indiana).

Lot 42, Out Lot 11 Fletcher's Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 1439 South Anthony Blvd., Fort Wayne, Indiana).

ALLEN COUNTY RECORDER
James E. Bischoff
FILED JUN -5 PM 2:39

was not then, nor would be in the foreseeable future, required or satisfactory for the County's business or recreational purposes and that said Board of Commissioners desired to sell all said Board's right, title and interest in said property, said agreement to convey real estate being recorded in the Office of the Auditor of Allen County in Commissioners Minute Book 45, page 212A; and

INSTRUMENT # 9733

ONLY ENTERED FOR TAXATION
JUN - 5 1978
James D. Heckman
AUDITOR OF ALLEN COUNTY

WHEREAS, the records in the Auditor's Office of Allen County, Indiana, reflect that notice that the County Council of Allen County, Indiana, would on the 18th day of May, 1978, convene to consider an Ordinance fixing the terms and conditions of a sale to consumate said above-mentioned agreement to convey real estate, was published once in the Fort Wayne Journal-Gazette and the Fort Wayne News-Sentinel newspapers, newspapers of general circulation of opposite political views in Allen County, Indiana, on the 8th day of May, 1978, said notice being recorded in County Council Book 12, page May 18; and

WHEREAS, the County Council of Allen County, Indiana, on the 18th day of May, 1978, did consider and enact an Ordinance whereby said Council ordered the Board of Commissioners of Allen County, Indiana, to sell all its right, title and interest in the above-described real estate to the City of Fort Wayne, Indiana, for the amount of One Dollar ($1.00); all as recorded in the Office of the Auditor of Allen County, in County Council Book 12, page May 18; and

WHEREAS, the Common Council of the City of Fort Wayne, Allen County, Indiana, did, by special ordinance S-38-78, said ordinance being duly presented and enacted, confirm and ratify, on the 28th day of March, 1978, the terms and conditions of that certain agreement to convey real estate between the Board of Works of the City of Fort Wayne and the Board of Commissioners of Allen County, as recorded in the Office of the Clerk of the City of Fort Wayne, Indiana, in General Ordinance Book 20, page 354;

THEREFORE, THIS INDENTURE WITNESSETH that ALLEN COUNTY, STATE OF INDIANA, by the Board of Commissioners of Allen County, Indiana, does hereby grant, bargain and sell to the City of Fort Wayne,

Allen County, Indiana, for and in the consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged the following real estate in Allen County, in the State of Indiana, to-wit:

The East 1/2 of Lot 220, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 443 E. Masterson, Fort Wayne, Indiana).

Lot 223, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 501 E. Masterson, Fort Wayne, Indiana).

The West 1/2 of Lot 229, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 537 E. Masterson, Fort Wayne, Indiana).

Lot 229, Except the West 30', Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 541 East Masterson, Fort Wayne, Indiana).

The South 1/2 of Lot 203, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 1812 and 1814 Clay St., Fort Wayne, Indiana).

Lot 198, Lewis Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 526 and 528 E. Wallace, Fort Wayne, Indiana).

Lot 42, Out Lot 11, Fletcher's Addition to the City of Fort Wayne, Allen County, Indiana. (Commonly known as 1439 South Anthony Blvd., Fort Wayne, Indiana).

subject to all assessments, encumbrances, restrictions, easements of record, and to all visible easements not of record.

Dated this 26th day of May, 1978.

BOARD OF COMMISSIONERS OF
ALLEN COUNTY, INDIANA

BY: _____

BY: _____

BY: _____

ATTEST:

_____
Auditor of Allen County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for Allen County, Indiana this 26th day of May, 1978, personally appeared Richard M. Ellenwood, Vance L. Amstutz, and Jack K. Dunifon, the members of the Board of Commissioners of Allen County, Indiana, and attested by Joan D. Uebelhoer, Allen County Auditor, and acknowledged the execution of the foregoing Commissioners' Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Judi K. Calhoun
Resident of Allen County Notary Public
Judi K. Calhoun

My Commission Expires: March 2, 1982

This instrument prepared by W. Paul Helmke, Jr., Assistant County Attorney.

66-36-26 H.I 5/31/78

78- 16218

AGREEMENT

THIS AGREEMENT is between PURITAN UTILITIES, INC., and INBALCO, INC., hereinafter called "First Party", and the CITY OF FORT WAYNE, hereinafter called "City".

In consideration of the mutual covenants and agreements, it is agreed as follows:

1. First party hereby transfers its title to the City of Ft. Wayne for all of its water mains, water service lines, and customers, marked in "red" on attached Exhibit 1, and listed on Exhibit 2, both exhibits attached to and made a part of this Agreement. Such water mains, service lines, and customers, are located on the following streets:

Getz Rd., from Covington Rd.,northward;
Wilkie Dr., from Getz Rd., to U.S. Highway #24 (Upper Huntington Rd);
Lois Lane, from Getz Rd., to its eastern terminus; and
U.S. Highway #24 (Upper Huntington Rd) from Covington Rd., northeasterly.

1978 JUN -8 AM 10:48
ALLEN COUNTY RECORDER
Jane E. Linhart

2. City agrees to provide water service to all present and future customers along the streets defined in Item #1 above, in accordance with the General Rules and Regulations of its Water Utility.

3. First Party agrees, at its own expense, to relinquish and to delete from its Certificate of Territorial Authority for sewer service, granted by the Indiana Public Service Commission, all of the area shaded in "green" on Exhibit #3, attached hereto, which area is located in the Southeast ¼ of Section 7, Township 30 North, Range 12 East (Wayne Township), in Allen County, Indiana.

4. City agrees that any costs which it may incur, as a result of transferring the customers listed on Exhibit #2 from the water mains of First Party to the water mains of the City, and located on the streets defined in Item #1 above, shall be borne by the City; provided, however, that the First Party is not to be reimbursed by the City for any service connections or mains within said area and located on the streets listed in Item #1, above.

THIS AGREEMENT entered into this 4th day of April, 1978.

DULY ENTERED FOR TAXATION
JUN - 8 1978
Jan D. Uebelacker
AUDITOR OF ALLEN COUNTY

PURITAN UTILITIES, INC.

BY: [signature] V.P.

"First Party"

INSTRUMENT L 3935

INBALCO, INC.

BY: [signature] V.P.

"First Party"

BOARD OF PUBLIC WORKS OF CITY OF FORT WAYNE, INDIANA

BY: [signature]

BY: [signature]

BY: [signature]

"City"

Approved as to form and legality:

[signature]

Bd. of Works ph.7524

6.50

attachment

Date

FORM U-100

need records
the orig. is here
for your files
D. V. Roland

FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

6.5

Utility Center

927 SOUTH HARRISON STREET
P. O. BOX 875 • FORT WAYNE, INDIANA 46801
OFFICE (219) 742-7472 • SERVICE (219) 489-3145

Diversified Utilities, Inc.
Puritan Utilities, Inc.
Clearwater Utilities, Inc.
Maplewood Park Utilities, Inc.
American Suburban Utilities, Inc.
Sewage Utilities of Indiana, Inc.

March 21, 1978

Name	Address	Lot #	Sequence #	Annual Revenue	Remote Set	Remarks
J. Anderson Car Wash	Wilkie Drive		239-170-17		Yes	
General Telephone	Wilkie Drive		239-174-16		No	
Penguin Point	Winthrop Drive		239-226-14		No	
Chas. Weyrick	6028 Covington Rd		239-244		-	Inactive Rt 24
Aldersgate Church	Getz Road		239-280-19		Yes	Standard Sta
Times Corner Little League	Wilkee Drive		239-282-13		No	
Howard Moore	2349 Getz Rd		239-290-15		Yes	
Gerald Baker	2349 Getz Road		239-296-19		Yes	
" "	" "		239-300-13		Yes	
Newville	2316 Getz Rd.		239-354-14		Yes	
Stan Payne	6011 Lois Drive	3	239-304-12		Yes	
Edison Murray	5919 Lois Drive	5	239-308-38		No	
Richard Bussard	5829 Lois Drive	7	239-312-14		Yes	
John Bodenhafer	5811 Lois Drive	9	239-316-13		No	
George Hull	5730 Lois Drive	11	239-322-11		No	
Ron Lawerence	5810 Lois Drive	12	239-324-31		No	
David Walda	5820 Lois Drive	13	239-325		No	
Hart Motel	Wilkee Dr.	313-315	239-100-12		No	
J.W. Shepard	Wilkee Dr.	311-312	239-120-15		No	
Danial Rucol	Wilkee Dr.	310	239-130-11		No	
Ester Winans	Wilkee Dr.	24	239-144-17		Yes	
" "	" "	23	239-142-2		Yes	Off for
Chas. Poirier	Wilkee Dr.	8	239-140-18		Yes	Winter
Jamison's Meats	S.R. 24		239-160-29		Yes	

Exhibit 2

Attached is original agreement bet. Puritan, Inbalco and City.

This is for your recording and return to our office for our Minute Record Book.

BOARD OF PUBLIC WORKS
JUN - 6 1978

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

6-5-78
B/W I have a copy of this contract and it doesn't need recording - Therefore, the orig. is returned for your files
D. V. Roland

NOTED
☐ H.P.W.
☐ E.H.L.
☐ M.G.S.
Date

ajf
attachment

RECEIVED
JUN 05 1978
FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

6.5

FORM U-100

1728'
proposed Royal Wood
APARTMENTS
19.08 Ac
736.65'
404.5'
981.4'
247.12'
987 Ac
2382 Ac
1585A
FEICHTER'S
COVINGTON
LOIS
LANE
TERRACE
ADDITION
WESTMOOR
EXT
ADD
EDGEMONT
EDENTON
KENDALL
COURT
DRIVE
CRIMSON
LANE
WILKIE'S
55 Ac
77 Ac
MAURANE DR
48 Ac
70 Ac
1 Ac
SEC C
WILKIE
DR.
WINTHROP
BELLAIRE
TERRACE
COUNTRY
CLUB
ADD
HUNTINGTON
SHEFFIELD
NORTH
BEND
(US-24)
COVINGTON
ROAD
ABOITE
TWP
FLOW
METER
SY-10913
RES 244
1971
FT HIGHWAY
ADD
SECT A
6642
BOOK NO
CORRECTED
BY — DATE
SYMBOLS
E-1
CITY OF FORT WAYNE ENGINEERING DEPARTMENT
SEWER DIVISION
425 SO CALHOUN STREET
FORT WAYNE, INDIANA
SCALE-1"=100'
DWN BY-JFF
DATE 8-26-82
SUB & SEC
NO 7
WAYNE
TOWNSHIP
MAP NO
E-3

Exhibit #3

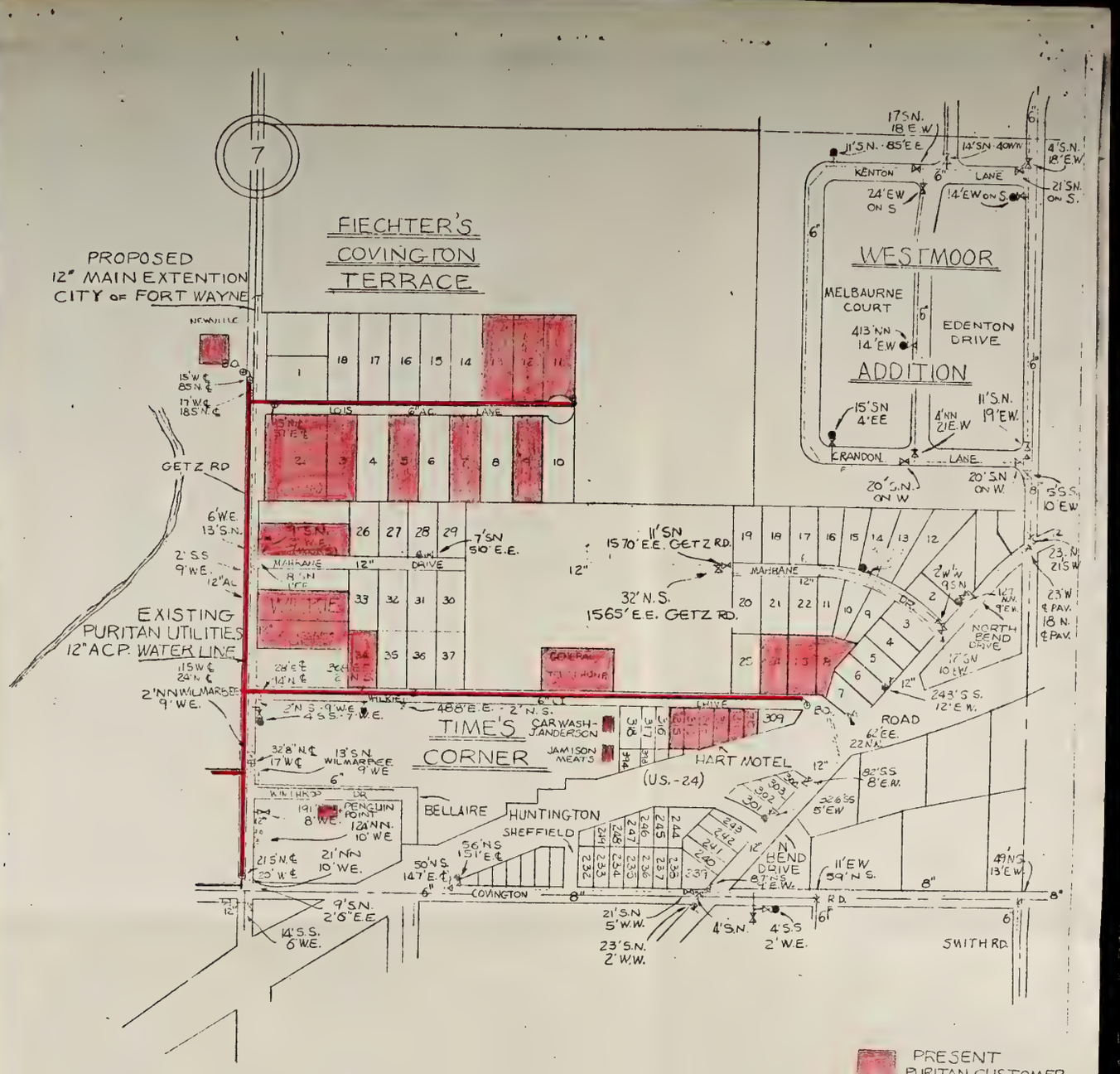


Exhibit 1

PURITAN UTILITIES INC.
ABOITE TOWNSHIP
NOVEMBER 10, 1977
SCALE: 1" = 200'
(TRACED AND RE-SCALED)

127

Date May 31, 1978 · 66-36-26

To: DON FOLAND - Water Engr. Dept.

Subject: Acquisition of Puritan Utility's facilities - Getz Road (Time Corners area)

Attached is original agreement bet. Puritan, Inbalco and City.

This is for your recording and return to our office for our Minute Record Book.

BOARD OF PUBLIC WORKS
RECEIVED
JUN - 6 1978

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

NOTED
☐ H.P.W.
☐ E.H.L.
☐ M.G.S.
Date

ajf

attachment

6-5-78
B/a I have a copy of this contract and it doesn't need recording - Therefore, the orig. is returned for your files.
D. V. Foland

RECEIVED
JUN 05 1978
FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

6.5

FORM U-100

1978 JUL 10 AM 10:20
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION

78- 20121

66-35-21 H.I 5/31/78

128

JUL 10 1978

Jean D. Uebelhaer
AUDITOR OF ALLEN COUNTY

AGREEMENT
FOR
SEWER EXTENSION

S-104-78
6/27/78
INSTRUMENT L 5340

THIS AGREEMENT made in triplicate this 31 day of May, 1978 by and between KENNETH NIEMEYER, REAL ESTATE & DEVELOPMENT, INC. hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, IDNIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

SANITARY MAIN #1:

Beginning at an existing sanitary sewer manhole located 370± LF east of and 43± LF south of the intersection of Autumn View Drive and Tillman Road; thence southeasterly 295± LF to a proposed manhole; thence easterly 670± LF to a proposed manhole; thence southeasterly 300± LF to a proposed manhole located 20± LF east of and 20± LF south of the centerline intersection of Thrush Avenue and Linden Drive; thence southerly generally following the east right-of-way of said Thrush Drive 620± LF to a proposed manhole located 5± LF south of and 1± LF east of the southwest corner of Branning Hills Addition, Section I; thence generally following the south right-of-way line of Turnwood Drive 320± LF terminating at a proposed bulkhead located 5± LF north of and 1± LF east of the Northwest corner of lot #41 of said Branning Hills Addition, Section I.

1978 JUL 10 AM 10:20
ALLEN COUNTY RECORDER
Jean E. Lindsey

LATERAL #1:

Beginning at a proposed manhole located 20± LF south of and 20± LF east of the centerline intersection of Thrush Drive and Linden Drive; thence easterly generally following the south right-of-way line of said Linden Drive 700± LF to a proposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Linden Drive and Melwood Court; thence northerly generally following the west right-of-way line of said Melwood Court 330± LF to a proposed manhole; thence westerly generally following the south right-of-way of Leswood Court 450± LF terminating at a proposed cleanout located 4± LF north of and 2± LF east of the southeast corner of lot #13 of Branning Hills Addition, Section I.

LATERAL #1-A:

Beginning at a proposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Linden Drive and Evanwood Court; thence southerly generally following the west right-of-way of said Evanwood Court 660± LF terminating at a proposed manhole located 5± LF east of and 1± LF south of the Southeast corner of lot #62 of Branning Hills Addition, Section I.

LATERAL #1-B:

Beginning at a porposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Linwood Drive and Melwood Court, thence southerly 290± LF terminating at a proposed manhole located 1± LF north of and 1± LF east of the Northeast corner of lot #78 of Branning Hills Addition, Section I.

LATERAL #2-B:

Beginning at a proposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Linden Drive and Melwood Court, thence easterly generally following the south right-of-way line of Linwood Drive 200± LF terminating at a proposed bulkhead located 1± LF west of and 5± LF north of the Northeast corner of lot #84 of Branning Hills Addition, Section I.

All sewers consist of 2525± LF of 8-inch sewer pipe and 2000± LF of 12 inch sewer pipe in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Shief W.P.C. Engineer of the City Utilities of the City, and known as Branning Hills, Section I Sanitary Sewers,

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6.50

Bill
-7061

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6.5

which plans, specifications and profiles are by reference incorporated herein and m
made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER:

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION:

The Developer agrees to pay the entire cost and expense of construction of said s sewer, in cash, including City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER:

Said sewer, when accepted by the City will serve the following described real estate to be platted as Branning Hills, Section I.

A part of the North half of the Northeast quarter of Section 31, Township 30 North, Range 13 East, Allen County Indiana, more particularly described as follows: Commencing at the Northeast corner of the Northeast quarter of Section 31, Township 30 North, Range 13 East; thence proceeding North 90 degrees 00 minutes 00 seconds West along the North line of the Northeast quarter of the aforesaid Section, Township, and Range a distance of 270.000 feet; thence leaving the North line of the Northeast quarter of the aforesaid Section, Township, and Range South 01 degrees 14 minutes 18 seconds West to a point on the South right-of-way line of Tillman Road said point being situated on the Northwest corner of Lot #1, Cassel Hills Addition, Section I, a subdivision in the aforesaid Section, Township, and Range, said point also being the point of beginning; thence continuing South 01 degrees 14 minutes 18 seconds West along the West boundary of Cassel Hills Addition, Section I, a subdivision in the aforesiad Section, Township, and Range, a distance of 1288.06 feet to a point on the Southewst corner of lot #61, Cassel Hills Addition, Section I; thence South 89 degrees 51 minutes 40 seconds West along the South line of the North half of the Northeast quarter of Section 31, Township 30 North, Range 13 East a distance of 1074.69 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 310.00 feet; thence North 39 degrees 51 minutes 40 seconds East a distance of 80.00 feet; thence North 38 degrees 52 minutes 34 seconds East a distance of 94.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 114.98 feet; thence North 28 degrees 20 minutes 00 seconds West a distance of 115.19 feet; thence North 46 degrees 51 minutes 51 seconds West a distance of 120.08 feet; thence North 06 degrees 00 minutes 55 seconds East a distance of 270.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 185.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 25.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 130.00 feet; thence North 04 degrees 00 minutes 48 seconds West

to a point on the South right-of-way of Tillman Road a distance of 315.77 feet; thence North 90 Degrees 00 minutes 00 seconds East along the South right-of-way of Tillman Road a distance of 784.63 feet to the point of beginning containing 28.76 acres more or less.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connectioninto City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST DEVELOPER'S AREA:

An area connection charge of $ 645.00 per acre must be paid to City before any construction commences. These charges are in addition to the local charge to install the sanitary sewer. These charges satisfy area connection and tap-in fee due the South Anthony Interceptor Res. 181 adopted April 4, 1968 and the Tillman Road Interceptor Res. 299-77, which was combined into Res. 65-277-16.

5. BOND:

This contract is subject to Developer furnishing a satisfactory Guaranty Bond for 25 per cent of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE:

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION:

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him,as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described

in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing privisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or territory in which it is located or of the area served by siad sewer.

8. GOVERNING STATUTE:

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C.19-2-7-17, I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL:

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

REAL ESTATE & DEVELOPMENT, INC.

BY, Kenneth Niemeyer
Kenneth Niemeyer, President
Developer

Arlene Niemeyer
Corporate Secretary
Real Estate & Development, Inc.

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Robert E. Armstrong, Mayor "CITY"

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By: Ethel W. LaMar
Ethel H. LaMar, Member

By: _____
Max G Scott

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality:

Larry J. Burke
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth Niemeyer who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of April, 1978.

Lena M. Manganiello
Lena M. Manganiello, Notary Public
Resident of Allen County

My Commission Expires:

April 11, 1979

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar, and ~~Max G Scott~~, Members of the Board of Public Works; who acknowledged the execution of the foregoing agreement for sewer extension as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 31 day of May, 1978.

Anne J. Fox
ANNE J. FOX Notary Public
Resident of Allen County

My Commission Expires:

3/6/80

This instrument prepared by: Philip R. Boller, Chief Water Pollution Control Engineer

1294

June E. Lichert

1978 JUN 12 AM 9:27

ALLEN COUNTY RECORDER
June E. Lichert

66-32-8 H.I 5/31/78

AGREEMENT

78- 16584

This agreement is entered into this 31st day of May, 1978 by and between the City of Fort Wayne, Indiana, an Indiana municipal corporation, hereinafter referred to as "City", and Steininger Real Estate Investors '77, an Indiana General Partnership, hereinafter referred to as "Owner", and in consideration of the mutual covenants of the parties, the following is hereby agreed.

WHEREAS, Owner holds fee simple title to the real estate described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the plat of Foxford's Addition to the City of Fort Wayne indicates that there exists an 8 foot utility easement crossing the subject property and there are three additional easements granted to the City of Fort Wayne which cross the subject real estate, recorded as document numbers 77-027296, 77-027297, and 78-8201; and

WHEREAS there is presently a storm sewer and sanitary sewer running within said easements; and

WHEREAS, the sanitary sewer is to be re-routed around the proposed buildings; and

WHEREAS, Owner contemplates erecting a building over the existing storm sewer; and

WHEREAS, Owner desires the City to permit the construction of said building over said storm sewer and the city has signified its willingness to permit the existing location of said building, which does not in any manner impair the continuing use of said sewer by the City.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

(1) City will forthwith, following the signing hereof by the parties hereto, withdraw any objection to the location of the said building over said storm sewer on parts of Lots 2, 3, and 9 in Foxford's Addition to the City of Fort Wayne, Allen County, Indiana, and allow said encroachment to exist as proposed and allow quiet enjoyment of the structure as it relates to the easement hereinbefore described.

(2) Owner hereby grants unto the City the right to relocate said storm sewer across lots to be purchased by Owner should it become necessary for the effective operation and maintenance of said sewers.

City Box

(3) If repair or replacement of the present or proposed sewer lines as hereinbefore described are necessary and if the same cannot be effected because of the location of the proposed building, then the Owner herewith agrees, at Owner's expense, to cause said sewer line to be relocated in an easement to be provided by Owner, said sewer to be installed in accordance with the uniform specifications of the City of Fort Wayne. The determination as to the repair or replacement of the line is to be at the sole discretion of the City.

(4) Owner shall have a period of 60 days after notification by the City as to the necessary repair and/or replacement, to make the repairs and/or replacement of the lines as agreed herein. Should Owner not complete the necessary repair and/or replacement within the 60 day period, City shall have the right to enter upon the property, complete the necessary repair and/or replacement and place a lien against the property to cover all expenses incurred.

(5) Owner agrees to indemnify and hold harmless City from any claim whatsoever which may arise out of the location of the sewers under the improvements or from damage caused by Owner during construction thereon and Owner furthermore agrees to pay any and all expenses incurred by the City in defending said claim.

(6) This agreement shall be construed as a covenant running with the land herein described and is binding upon the successors and assigns of the parties hereto.

(7) Owner certifies under oath that no Indiana Gross Income Tax is due or payable in respect to this agreement.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the year and date first above written.

CITY OF FORT WAYNE

BY: Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE

BY: Henry P. Wehrenberg
HENRY P. WEHRENBERG, CHM.

BY: Ethel H. LaMar
ETHEL H. LaMAR

BY: _____
MAX G. SCOTT

APPROVED AS TO FORM AND LEGALITY:

_____
LARRY J. BURKE
ASSOCIATE CITY ATTORNEY

STEININGER REAL ESTATE INVESTORS '77, AN INDIANA GENERAL PARTNERSHIP

BY: _____
DONALD B. STEININGER, PARTNER
"OWNER"

J & D #10, INC.

BY: James L. Speed
JAMES L. SPEED, PRESIDENT
"LESSEE"

J & D MANAGEMENT CORP.

BY: James L. Speed
JAMES L. SPEED, PRESIDENT
"GUARANTOR"

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of May, 1978 personally appeared the within named City of Fort Wayne and Board of Public Works for the City of Fort Wayne by Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, and Max G Scott and acknowledged the execution of the foregoing agreement for and on behalf of said City and Board and by its authority. In witness whereof, I have hereunto subscribed my name and affixed my official seal. I reside in Allen County, Indiana

My commission expires:

3/6/80

Anne J. Fox
ANNE J. FOX, Notary Public

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of May, 1978, personally appeared Steininger Real Estate Investors '77, an Indiana General Partnership by Donald B. Steininger, J & D #10, Inc. and J & D Management Corp. by James L. Speed, and acknowledged the execution of the foregoing agreement for and on behalf of said Partnership and J & D #10, Inc. and J & D Management Corp. and by their authority. In witness whereof, I have hereunto subscribed my name and affixed my official seal. I reside in Allen County, Indiana.

My commission expires:

January 28, 1981

Patnella Jo Hart
PATNELLA JO HART, Notary Public

Prepared by DONALD B. STEININGER, ATTORNEY AT LAW

Lots 1, 2, 3, 4, 5, 9, 10 Foxford's Addition to the City of Fort Wayne, according to the Plat thereof, recorded in Plat Record 10, Page 26, in the office of the Recorder of Allen County, Indiana; and also,

Part of Lot Number 11 Foxford's Addition to the City of Fort Wayne, Indiana, as recorded in Plat Book 10, page 26, in the Office of the Recorder of Allen County, Indiana; EXCEPT those portions taken for the widening of U.S. Highway Number 24 and the widening of State Road Number 14, also known as the Illinois Road and described as follows, to-wit: Commencing on the West line of said Lot 11 at a point situated 40 feet South of the centerline of said Illinois Road; thence South 89 degrees 29 minutes East (State Highway Bearing) on a line parallel to the centerline of said Illinois Road, a distance of 20.0 feet; thence South 18 degrees 32 minutes East, a distance of 127.5 feet to the North right-of-way line of U.S. Highway Number 24, as established by Project No. 98 Sec. "E" 1934; thence South 60 degrees 28 minutes West on the aforesaid right-of-way line, a distance of 50.38 feet to a point of deflection on said right-of-way line at Plan Station 15+00, said point being situated 45 feet Northwesterly of the centerline of said U.S. Highway Number 24; thence South 50 degrees 42 minutes West on the aforesaid right-of-way line, a distance of 22.54 feet to the intersection with the West line of said Lot 11; thence North 0 degrees 18 minutes East on the line aforesaid; a distance of 160.56 feet to the point of beginning;

EXCEPT those portions taken for the widening of U.S. Highway No. 24, and the widening of State Road No. 14, also known as the Illinois Road.

EXHIBIT A

To: PHIL BOLLER - WPC Engr. Dept.

Subject: Agreement - bet. City and Steininger Real Estate Investors '77 (ARBY'S)

Attached is original of subject agreement for your recording and return for our Minute Record filing.

H. P. WEHRENBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

ajf

attachment

FORM D-100

DONALD B. STEININGER

DBS/pjh
enclosures

BOARD OF PUBLIC WORKS
RECEIVED
MAY 1 9 1978

DONALD B. STEININGER
ATTORNEY AT LAW
2312 FORT WAYNE NATIONAL BANK BUILDING
FORT WAYNE, INDIANA 46802

219-424-7585

MAY 19, 1978

MR. HENRY P. WEHRENBERG
CHAIRMAN
BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE
CITY/COUNTY BUILDING
FORT WAYNE, INDIANA 46802

RE: AGREEMENT REGARDING STORM SEWER

Please find enclosed an original and three copies of the agreement revised per our meeting of last Monday.

Thank you for your cooperation in the matter and I would appreciate your contacting me upon signatures being issued in order that we might have the building permit issued.

DONALD B. STEININGER

DBS/pjh
enclosures

131

66-18-24 HF 5/17/78

CURB AND

SIDEWALK IMPROVEMENT RESOLUTION

No. 5800-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct sidewalk ~~on~~ and curb on Hayden Street (1436 S. Anthony Blvd.) from the west curb line of South Anthony Blvd. to the first alley ~~line~~ west thereof to a width of five (5) feet

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered. 50% curb cost assessed Property Owner
50% " " " City
75% of sidewalk cost ~~The cost of said improvement~~ shall be assessed upon the real estate abutting on said Hayden Street as above described and 25% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of ~~five~~ six per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 17 day of May, 1978.

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg

Mary G. Scott

CALHOUN PRESS

66-16-15 H.I
5/17/78

EMERGENCY FLOOD RESOLUTION NO. 66-16-15

WHEREAS, the City of Fort Wayne was declared a Flood Disaster Area; and

WHEREAS, an Emergency exists to repair the damages caused and to remove the temporary dikes which were erected; and

WHEREAS, the Board of Public Works has ordered the Street Engineerng Department to solicit bids from at least three contractors.

NOW, THEREFORE, the Board of Public Works declares a Flood Emergency exists and accepts bid tabulations from Street Engineering Department for said repair and removal.

Adopted this 17th day of May, 1978.

Henry P. Wehrenberg

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

66-12-23 H
5/15/7

AGREEMENT FOR TEMPORARY WAIVERANCE

OF AREA AND LOCAL CONNECTION FEES

78- 13610

This agreement, made by and between the Board of Public Works of the City of Fort Wayne, hereinafter referred to as "City", and LUCILE BOTTERON hereinafter referred to as "Owner", witnesseth that

Whereas, the"city" executed Resolution 62-267-18 establishing certain area and local connection fees.

Whereas, "Owner" is owner of real estate containing 6.214+ acres, more particularly described in deed book 451, page58, hereinafter referred to as "Real Estate", and desires to connect her existing residence into the sewer facilities,

Whereas, "Owner" feels payment of the complete area and local connection fees for "Real Estate" to be excessive since said "Real Estate" contains only one ~~building~~ dwelling,

Whereas, "City" has the power to termporarily waive area and local connection fees for land that is unimproved,

Now, therefore and be it resolved that,

1. Owner shall pay to City area and local connection fees as delineated on Exhibit "A" prior to tapping into sanitary sewer with the existing building.
2. Owner shall pay City the remaining applicable area and local connection fees when that remaining area becomes developed.
3. As stipulated by I.C. 19-2-7-16,17 & 18, "Owner" hereby waives his, her, their rights to remonstrate against pending or future annexation by the City of Fort Wayne.

"Owner" hereby accepts the conditions as stipulated within this agreement.

1978 MAY 18 AM 11:43

IRENE E. SWIHART
ALLEN COUNTY RECORDER
ROOM 205 CITY COUNTY BLDG.
ONE EAST MAIN STREET
FORT WAYNE INDIANA 46802

Owner Lucile F. Botteron
LUCILE BOTTERON

State of Indiana:

SS:

County of Allen:

BEFORE ME, a Notary Public, in and for said County and State, this 28th day of April 28, 1978, personally appeared Lucile Botteron and acknowledged said instrument to be his (her) voluntary act and deed for the uses and purposed therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Julia M. Perry
Notary Public (Julia M. Perry)
Resident of Allen County

My Commission Expires

April 7, 1979

INSTRUMENT L 2909

DULY ENTERED FOR TAXATION

MAY 18 1978

Jean D. Yehlecker
AUDITOR OF ALLEN COUNTY

JFA-7061

4.50 C/W

Approved this 15 day of May, 19 78.

Attest

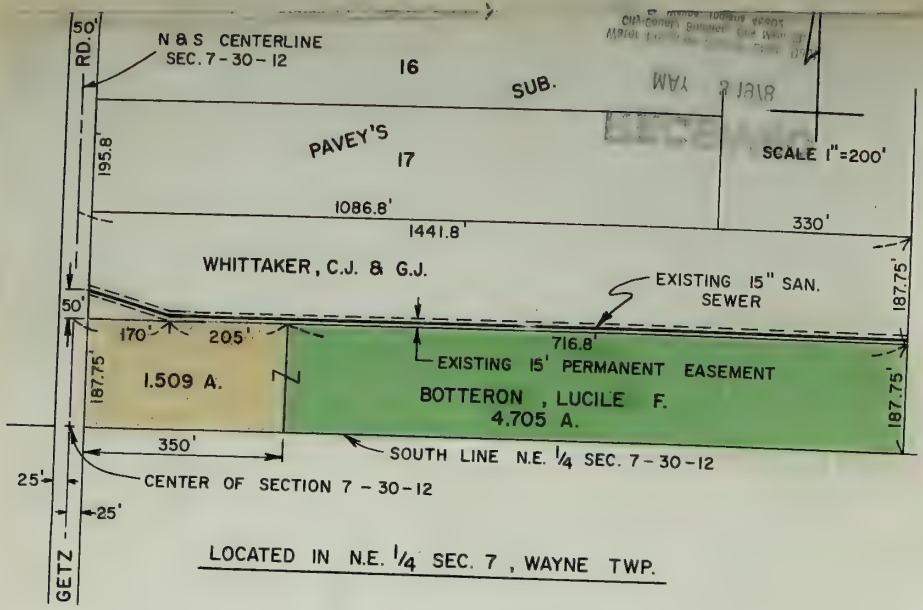
Ursula Miller
Ursula Miller, Clerk

Henry P. Wehrenberg
Henry Wehrenberg

Ethel M. LaMar
Ethel LaMar

Max G Scott
Max G Scott

PREPARED BY PHILIP BOLLER



LOCATED IN N.E. 1/4 SEC. 7, WAYNE TWP.

SUMMARY OF CHARGES DUE RES. 62-267-18

	TOTAL CHARGES	PORTION DUE UPON TAP IN	PORTION TEMPORARILY WAIVED
AREA	6.214 acres	1.509 acres	4.705 acres
CHARGES (Due City)	$500.00 /acre	$500.00/acre	$500.00/ acre
TOTAL	$3107.00	$754.50	$2352.50
AREA	6.214 acres	6.214 acres	0.000 acres
CHARGES (Due Diversified)	$150.00/acre	$150.00/acre	$150.00/acre
TOTAL	$932.10	$932.10	$ 0.00
LINEAL FEET	921.8	205.0	716.8
LOCAL CHARGE (Due City)	$3.30	$3.30	$3.30
TOTAL	$3041.94	$ 676.50	$2365.44
GRAND TOTAL	$7081.04	$2363.10	$4717.94

RECEIVED
MAY 3 1978
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Indiana 46802

Date June 1, 1978

From PHILIP R. BOLLER

Subject AGREEMENT FOR TEMPORARY WAIVERENCE OF AREA CONNECTION FEES - WESTMOOR INTERCEPTOR - INSTR. # 75-20602

COPIES TO:

NOTED
☐ H.W.
☐ E.H.L.
☐ M.G.B.
Date

Attached for your files is an original recorded agreement on subject project, which was executed by Ms. Lucile Botteron.

Very truly yours,

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/JB/ca

Attach.

BOARD OF PUBLIC WORKS
JUN - 2 1978

From PHILIP R. BOLLER

Subject AGREEMENT FOR TEMPORARY WAIVERENCE OF AREA CONNECTION FEES-

COPIES TO:

WESTMOOR INTERCEPTOR INSTR. # 75-20602

RECEIVED
R.P.W.
E.L.
M.G.S.
Date

Attached for your review and approval is subject agreement which has been executed by Ms. Lucile Botteron, owner of the tract of land as shown on Exhibit "A". We have prepared this document, because the total assessment due subject Resolution of $7081.04 was felt to be excessive, particularly since the property contains only one residential dwelling. The total amount presently due with the execution of this document is comparable to the charges placed against properties affected by the recently completed Getz Road Sanitary Sewer. Note that the entire amount due Diversified from subject property will become due upon tap-in.

If this document meets with your approval, please execute and return to this office for recording.

Yours truly,

BOARD OF [illegible]
MAY 11 1978

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/ds

cc: D. Dammeier

66-12-23 #5
5/15/78

To BOARD OF PUBLIC WORKS Date 5/4/78

From PHILIP R. BOLLER

Subject AGREEMENT FOR TEMPORARY WAIVERENCE OF AREA CONNECTION FEES-

COPIES TO:

WESTMOOR INTERCEPTOR INSTR. # 75-20602

Attached for your review and approval is subject agreement which has been executed by Ms. Lucile Botteron, owner of the tract of land as shown on Exhibit "A". We have prepared this document, because the total assessment due subject Resolution of $7081.04 was felt to be excessive, particularly since the property contains only one residential dwelling. The total amount presently due with the execution of this document is comparable to the charges placed against properties affected by the recently completed Getz Road Sanitary Sewer. Note that the entire amount due Diversified from subject property will become due upon tap-in.

If this document meets with your approval, please execute and return to this office for recording.

Yours truly,

Philip R. Boller

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/ds

cc: D. Dammeier

P.B. Attached is original for your recording and return for our minute Book. Copies have been sent to Walker and D. Dammeier

C. Fox 5/10/78

66-12-23H.I
5/15/78

66-8-2 H.I. 5/12/78

5
134

DULY ENTERED FOR TAXATION 78- 18424

JUN 23 1978

Joan D. Uebelhor
AUDITOR OF ALLEN COUNTY

S-87-78

INSTRUMENT L 4740

ALLEN COUNTY RECORDER
Joan E. Burkhart
'78 JUN 23 AM 9:06

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT made in triplicate this 12 day of May, 1978, by and between WOODMONT REALTY, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

WOODMONT - SECTION 5

Line A - Beginning at an existing manhole #1 over an existing 10" sanitary sewer, said manhole being situated on the right-of-way of Hickory Tree Road approximately 30 feet North of the South property line of Lot #109 in WOODMONT, SECTION 5; thence Easterly, along the North right-of-way of Lakewood Court, a distance of 400 feet to proposed manhole #2; thence Easterly, 170 feet terminating at proposed manhole #3, said manhole being situated on the corner of Lots #101 and #102 in WOODMONT, SECTION 5, and the right-of-way of said Lakewood Court.

Line B - Beginning at an existing manhole #4 over an existing 8" sanitary sewer, said manhole being situated 20 (plus or minus) feet South and 20 (plus or minus) feet West of the centerline intersection of Hickory Tree Road and Oak Tree Road in WOODMONT, SECTION 3; thence Northeasterly, a distance of 205 feet to a proposed manhole #5, said manhole being situated 5 (plus or minus) feet West of the West property line of Lot #96 in WOODMONT, SECTION 5, and on the South right-of-way line of Oak Tree Court; thence Northeasterly, a distance of 250 feet to a proposed manhole #6; thence Northeasterly, along the North right-of-way of Oak Tree Court, a distance of 350 feet to a proposed manhole #7; thence Northeasterly 240 feet terminating at a proposed manhole #8, said manhole being situated on the corner of Lots #89 and #90 in WOODMONT, SECTION 5, and the right-of-way of Oak Tree Court.

Line C - Beginning at an existing manhole #9 over an existing 8" sanitary sewer, said manhole being situated 30 (plus or minus) feet West and 20 (plus or minus) feet South of the centerline intersection of Hickory Tree Road and Rollingwood Lane; thence Northeasterly along the South right-of-way line of said Rollingwood Lane, a distance of 160 feet to a proposed manhole #10; thence Easterly, 260 feet terminating at a proposed manhole #11, said manhole being situated on the corner of Lots #79 and #80 in WOODMONT, SECTION 5, and the right-of-way of said Rollingwood Lane.

All sewers consist of 2035 ± L.F. of 8-inch E.S.C.P., ABS Plastic Pipe or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as WOODMONT, SECTION 5, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as WOODMONT, SECTION 5.

WOODMONT - SECTION 5

Part of the Fractional Southeast Quarter of Section 32, together with part of the West Half of the Fractional Southwest Quarter of Section 33, all in Township 32 North, Range 12 East, Allen County, Indiana, and all being more particularly described as follows, to wit:

Beginning at the West Quarter corner of said Section 33; thence S 89°-45' E, on and along the North line of said Fractional Southwest Quarter, a distance of 1000.5 feet to the West right-of-way line of the New York Central Railroad (formerly the Fort Wayne, Jackson and Saginaw Railroad); thence Southerly, on and along said West right-of-way line, as defined by the arc of a regular curve to the left having a radius of 6644.67 feet, an arc distance of 143.77 feet (the chord of which bears S 00°-04'-20" W, for a length of 143.77 feet) to the point of tangency; thence S 00°-41'-30" E, continuing along said West right-of-way line and tangent to the point of tangency; thence S 00°-41'-30" E, continuing along said West right-of-way line and tangent to said curve, a distance of 1435.25 feet to a point situated 995.55 feet, N 00°-41'-30" W from the point of intersection of said West right-of-way line with the South line of said Fractional Southwest Quarter, said point being the Northeast corner of WOODMONT, SECTION 4, as recorded in Plat Book 40, Pages 84-86 in in Office of the Recorder of Allen County, Indiana; thence Westerly, on and along the Northerly boundary of said WOODMONT, SECTION 4, as follows:

S 89°-31' W, a distance of 76.3 feet; thence
N 77°-30' W, a distance of 200.0 feet; thence
S 84°-00' W, a distance of 175.0 feet; thence
S 54°-00' W, a distance of 80.0 feet; thence
S 62°-04' W, a distance of 95.3 feet; thence
S 86°-00' W, a distance of 200.0 feet; thence
Northerly, on and along the arc of a regular curve to the right having a radius of 641.01 feet, a distance of 45.0 feet (the chord of which bears N 00°-01' W, for a length of 44.99 feet) to the point of tangency; thence N 02°-00' E and tangent to said curve, a distance of 44.15 feet; thence N 88°-00' W, a distance of 228.8 feet to the Northwest corner of Lot #62 in said WOODMONT, SECTION 4, being a point on the Easterly line of Lot #30 in WOODMONT, SECTION 2, as recorded in Plat Book 38, Pages 117 to 119 in the Office of the Recorder of Allen County, Indiana;

thence N 00°-00' W, on and along the Easterly line of said Lot #30 and the Easterly line of Lot #31 in said WOODMONT, SECTION 2, a distance of 185.0 feet to the Southeast corner of Lot #32 in said WOODMONT, SECTION 2; thence N 12°-00' W, on and along the Easterly line of said Lot #32, a distance of 190.0 feet to the Southeast corner of Lot #33 in said WOODMONT, SECTION 2; thence N 14°-30' W, on and along the Easterly line of said Lot #33, a distance of 253.05 feet to the Southerly right-of-way line of Oaktree Road; thence Northeasterly, on and along said Southerly right-of-way line, as defined by the arc of a regular curve to the right having a radius of 249.04 feet, a distance of 30.0 feet (the chord of which bears N 77°-04' E, for a length of 29.98 feet) to the point of tangency; thence N 80°-31' E, continuing along said Southerly right-of-way line and tangent to said curve, a distance of 182.46 feet to the point of intersection of said Southerly right-of-way line with the Easterly right-of-way line of Hickory Tree Road; thence N 06°-29' W, on and along said Easterly right-of-way line, a distance of 368.73 feet to the point of curvature of a regular curve to the left having a radius of 319.33 feet; thence Northwesterly, on and along the arc of said curve and continuing along said

said Easterly right-of-way line, a distance of 209.0 feet (the chord of which bears N 25°-14' W, for a length of 205.29 feet) to the point of tangency; thence N 43°-59' W, continuing along said Easterly right-of-way line and tangent to said curve, a distance of 125.0 feet to the point of curvature of a regular curve to the right having a radius of 348.67 feet; thence Northwesterly, continuing along said Easterly right-of-way line, as defined by the arc of said curve, a distance of 162.56 feet (the chord of which bears N 30°-37'-30" W, for a length of 161.09 feet) to the Southwest corner of Lot #53 in WOODMONT, SECTION 3, as recorded in Plat Book 40, Pages 72-75 and re-recorded in Plat Book 40, Pages 94-97 in the Office of the Recorder of Allen County, Indiana; thence N 67°-56' E, on and along the Southerly line of said Lot #53, a distance of 211.0 feet to the Southeast corner of said Lot #53; thence N 00°-21'-30" W, on and along the East line of said Lot #53, a distance of 55.0 feet to the point of beginning, containing 37.289 acres of land.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of $475.00 per acre must be paid to the City at the time of connection. This area connection charge represents the oversizing cost expended by the City for the sanitary sewer, St. Joe Interceptor, that provides service to WOODMONT, SECTION 5.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns

or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION. The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record any executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) dyas after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

WOODMONT REALTY, INC.

ATTEST: _____
Dwight Graber, Corporate Secretary

By: _____
Robert L. Meister, President
"DEVELOPER"

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Meister, President and Dwight Graber, Corporate Secretary of WOODMONT REALTY, INC. who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21 day of April, 1978.

_____
Edna Jean McGarity, Notary Public
Resident of Allen County, Indiana.

My Commission Expires:
Sept. 10, 1979

By: Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar
Ethel H. LaMar, Member

By: Max G Scott
Max G Scott, Member

Approved as to form and legality:

Associate City Attorney

ATTEST:

Ursula Miller (SEAL)
Ursula Miller, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, Mayor, and Henry P. Wehrenberg, Chairman, and Ethel H. LaMar and Max G Scott, Members, of the Board of Works, and Ursula Miller, Clerk of Board of Works of the City of Fort Wayne, Indiana, and acknowledged the foregoing document to be the free and voluntary act and deed of said City and their free and voluntary acts and deeds, respectively, as such officers of said City.

WITNESS my hand and notarial seal this 12 day of May, 1978.

Anne J. Fox
Anne J. Fox, Notary Public
Resident of Allen County, Indiana

My Commission Expires:

March 6, 1980

This Instrument prepared by: William D. Swift

RECEIVED
JUN 21 1978
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

66-5-7 H.I. 5/10/78

S-91-78

78- 18420

FIRST ADDENDA TO WATER POLLUTION CONTROL
TREATMENT AGREEMENT BETWEEN THE
CITY OF FORT WAYNE, INDIANA and
LEO-CEDARVILLE REGIONAL SEWER DISTRICT

WHEREAS, on October 19, 1977, a Water Pollution Control Agreement was entered into between the City of Fort Wayne, Indiana, (hereinafter called "City") and Leo-Cedarville Regional Sewer District, (hereinafter called "District) providing for receipt and treatment by the City of the wastewater and sewage collected in the District; and

WHEREAS, that by said Agreement it was the intention of the parties that said City would receive said wastewater and sewage collected in the District for the term of twenty (20) consecutive years from the first date of connection or rendering of service and thereafter for an indeterminate number of five (5) year terms after the initial term unless one of the parties should notify the other in writing at least three (3) years prior to the expiration of the original term or any additional five (5) year terms of its desire not to continue the agreement; and

WHEREAS, the Farmers Home Administration, (hereinafter called "FHA") is contributing the sum of $840,000.00 to the District for partial construction costs of the sewer system and as security for said District's repayment of said funds to the FHA, said District is issuing its revenue bond to the FHA payable over a period of forty (40) years; and

WHEREAS, the FHA has requested that the term of the Water Pollution Control Agreement be changed to provide that the City be bound to treat the wastewater and sewage of the District for a period of forty (40) years from the first date of connection or rendering of service or until such time as all bonds issued by the District to the FHA for the construction of the sewer system have been paid in full.

NOW THEREFORE, the parties agree as follows:

1. That the Water Pollution Control Agreement between the City of Fort Wayne and the Leo-Cedarville Regional Sewer District continue in full force and effect for forty (40) consecutive years from the first date of connection or rendering of service hereunder, or until such time as all bonds issued by the District to the FHA for the construction of said sewer system have been paid in full.

2. That all other terms, agreements and provisions of said agreement of October 17, 1977, remain in full force and effect.

IN WITNESS WHEREOF, the City of Fort Wayne have executed by their proper officials, this first Addenda on the 10 day of May, 1978.

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
ROBERT E. ARMSTRONG, ITS MAYOR

1978 JUN 23 AM 9:05

DULY ENTERED FOR TAXATION

JUN 23 1978

Joan D. Uebelhoer
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 4741

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg

By: Ethel H. LaMar
Ethel H. LaMar

By: Max G. Scott
Max G. Scott

ATTEST:
Ursula Miller
Clerk

LEO-CEDARVILLE REGIONAL SEWER DISTRICT

By: Vincent Hansen
Vincent Hansen

By: Levon Bender
Levon Bender

By: Richard Knisely
Richard Knisely

By: [illegible]
Richard Sauder

By: Robert A Tharp
Robert Tharp

By: Paul L Brunner
Paul Brunner

By: Jack Bridges
Jack Bridges

ATTEST:
Levon Bender
Levon Bender,
Secretary-Treasurer

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

136

~~78-18422~~ 66-5-6 H.I. 5/10/78

S-92-78

FIRST ADDENDA TO WATER POLLUTION CONTROL
TREATMENT AGREEMENT BETWEEN THE
CITY OF FORT WAYNE, INDIANA and
MAYSVILLE REGIONAL SANITARY SEWER DISTRICT

WHEREAS, on October 19, 1977, a Water Pollution Control Agreement was entered into between the City of Fort Wayne, Indiana, (hereinafter called "City") and Maysville Regional Sanitary Sewer District, (hereinafter called "District") providing for receipt and treatment by the City of the wastewater and sewage collected in the District; and

WHEREAS, that by said Agreement it was the intention of the parties that said City would receive said wastewater and sewage collected in the District for the term of twenty (20) consecutive years from the first date of connection or rendering of service and thereafter for an indeterminate number of five (5) year terms after the initial term unless one of the parties should notify the other in writing at least three (3) years prior to the expiration of the original term or any additional five (5) year terms of its desire not to continue the agreement; and

WHEREAS, the Farmers Home Administration, (hereinafter called "FHA") is contributing the sum of $576,000.00 to the District for partial construction costs of the sewer system and as security for said District's repayment of said funds to the FHA, said District is issuing its revenue bond to the FHA payable over a period of forty (40) years; and

WHEREAS, the FHA has requested that the term of the Water Pollution Control Agreement be changed to provide that the City be bound to treat the wastewater and sewage of the District for a period of forty (40) years from the first date of connection or rendering of service or until such time as all bonds issued by the District to the FHA for the construction of the sewer systym have been paid in full.

NOW THEREFORE, the parties agree as follows:

1. That the Water Pollution Control Agreement between the City of Fort Wayne and the Maysville Regional Sanitary Sewer District continue in full force and effect for forty (40) consecutive years from the first date of connection or rendering of service hereunder, or until such time as all bonds issued by the District to the FHA for the construction of said sewer system have been paid in full.

2. That all other terms, agreements and provisions of said agreement of October 17, 1977, remain in full force and effect.

IN WITNESS WHEREOF, the City of Fort Wayne have executed by their proper officials, this first Addenda on the 10 day of May, 1978.

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
ROBERT E. ARMSTRONG, ITS MAYOR

ALLEN COUNTY RECORDER
Jane E. Eichhorst
1978 JUN 23 AM 9:06

DULY ENTERED FOR TAXATION

JUN 23 1978

Jan D. Rebekah
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 4738

Jeff 7361

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg

By: Ethel H. LaMar
Ethel H. LaMar

By: Max G. Scott
Max G. Scott

ATTEST:
Ursula Miller
Clerk

MAYSVILLE REGIONAL SANITARY SEWER DISTRICT

By: Homer C McMaken
Homer C. McMaken

By: Roy S Fogle
Roy S. Fogle

By: George H Stieglitz Jr
George H. Stieglitz, Jr.

ATTEST:
Thomas D Locke

APPROVED AS TO FORM AND LEGALITY
CITY ATTORNEY

66-3-11 H.I.
5/8/78

RESOLUTION NO. 301-1978

PAULDING ROAD FORCE MAIN SLIPLINING PROJECT

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the installation of a liner to rehabilitate the force main in Paulding Road which, from its size and character, is intended to prevent any future ruptures in the existing force main, be and the same is hereby ordered.

Beginning at the existing sanitary sewer lift station on Paulding Road located 1300± LF east of the centerline of Hessen Cassel Road and 40± LF south of the centerline of Paulding Road; thence due west 3200± LF to an existing 90° fitting in the existing force main located 15± LF west of the centerline of Freuhauf Drive and 40± LF south of the centerline of Paulding Road.

Said liner shall be 10.75" in diameter.

All appurtenances to be constructed in accordance with the plans, special details and specifications now on file in the office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned; and the plans, special details and specifications are now on file in the office of the Board of Public Works of said City.

It is hereby found by said Board of Public Works that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana out of monies from the sewer utility fund.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the following is hereby incorporated within Sewer Resolution No. 301-1978.

ADOPTED this 8 day of May, 1978.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller
Clerk

This Instrument prepared by Philip R. Boller

66-3-10 H.I 5/8/78 City Said

Form 1929

Improvement Resolution

FOR STREET OR ALLEY

No. 5799-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Ardmore Avenue and Engle Road Intersection.

By widening the approaches to the intersection 9 feet for an overall width of 33 feet. The pavement will be widened with asphalt, 1 foot to 1.33 foot deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid jointly by City of Fort Wayne and Allen County local road and street account monies administered through City of Fort Wayne Board of Public Works.

Adopted, this 8th *day of* May, 1978

BOARD OF PUBLIC WORKS:

Henry C. Wehrenberg

Edward W. Parnell

Mary G. Scott

ATTEST: Ursula Miller

Clerk of the Board

CALHOUN PRESS

78- 18421 66-2-8 H.I. 5/8/78

S-85-78

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 8 day of May, 1978, by and between North Eastern Enterprises, Inc., hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer, hereinafter referred to as "Sewer", and is more particularly described as follows:

Commencing at a manhole 120' west of Miceli Drive and 16' North of the centerline of Rothman Road; thence east 1685' more or less and parallel to said centerline of Rothman Road and terminating at a manhole 40' east of and 40' north of the centerline intersection of Maplecrest Road and Rothman Road.

FILED FOR RECORD ALLEN COUNTY, INDIANA 1978 JUN 23 AM 9:06 JEAN BOOMER HESSLER

Said Sewer shall be 15 inches in diameter and constructed in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Hillsboro Sanitary Sewer Main #1; Sta. 0+14 to Sta. 17+00 which plans, specifications and profiles are by reference incorporated herein and made a part of this Agreement. The said Sewer will serve not only land in which the Developer has an interest, but also adjoining land areas, and

WHEREAS, the total cost of construction of said Sewer is represented to be $67,000.00 composed of $33,701.00 for oversizing construction cost at the request of the City; and $33,299.00 for "local" construction cost to satisfy the Developer's needs, and

WHEREAS, the Developer desires the City to extend its existing sanitary sewer system to transmit the sewage from said Sewer to the City's Water Pollution Control Treatment Plant, and

DULY ENTERED FOR TAXATION

JUN 23 1978

Jean D. Hebelhaser

AUDITOR OF ALLEN COUNTY

Jeff 7061

INSTRUMENT L 4737

WHEREAS, the Developer desires to have an operational sanitary sewer system to serve the area of the Developer on or before March 1, 1978, and

WHEREAS, the Developer recognizes that a portion of the area of the Developer is subject to certain area connection charges established on Sept. 26, 1974, by the City under Resolution No. 61-140-11, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

I. CONSTRUCTION OF SEWER:

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the City under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said Sewer shall become the property of City and City shall accept sewage therefrom, subject to such monthly sewage treatment fees, inspection fees, adopted area charge fees, and permit tap-in fees, as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

II. COST OF CONSTRUCTION:

The Developer agrees to pay the total cost of construction for said Sewer which has been determined by competitive bids. The oversizing construction cost shall be assigned a credit against the area connection charges for the "Area of the Developer" hereinafter described and shall be assigned against an area outside the "Area of the Developer" by the City.

III. AREA OF DEVELOPER:

The said Sewer when constructed and accepted by the City will serve the "Area of the Developer" as shown on Exhibit "A" being 330 acres more or less. As the Developer will pay for the total cost of construction of said Sewer, no charge or assessment is made by this Agreement against the "Area of the Developer" for the construction of said Sewer by either the present or future owners of the "Area of the Developer" EXCEPT those which are hereby established by this Agreement and such standard fees as permit tap-in fees, inspection fees, and monthly sewage treatment fees which are customarily and normally charged by the City for any connections into use thereof for the City's sanitary sewer mains and the treatment of sewage therefrom.

IV. AREA CONNECTION CHARGES:

The area connection charges established by the City under Resolution No. 61-140-11 on September 26, 1974, are hereby made applicable for the total "Area of the Developer" as shown on Exhibit "A" but shall not specifically exceed an amount equal to $160,000.00, which thereby represents a charge per acre of $484.85. This charge by the City shall be due and payable at the time a Sewer Construction Permit is issued to the Developer by the City for each respective platting within the "Area of the Developer". Since the Developer desires to receive a credit in the amount of the oversizing construction cost ($33,701.00) of said sewer toward these established charges, the first 69.51 acres with the "Area of the Developer" shall be excluded from the charge of $484.85 per acre.

V. CONTRIBUTION FOR EXTENSION:

The Developer agrees to contribute the amount of $190,000.00 to the City toward the construction of the required extension of the City's sanitary sewer system to transmit the sewage from said Sewer. The payments of this contribution to the City shall be as follows:

a) The first 25% at the time the contract for the construction of the extension is approved by the Common Council of the City of Fort Wayne.

b) A second 25% at the time the project is 50% completed by the contractor.

c) The balance at the time the extension is placed into operation to transmit sewage from said Sewer.

VI. CONDITIONS ON CONTRIBUTION:

A. Should the City elect not to proceed with the construction of the required extension of the City's sanitary sewer system, the Developer may elect to construct, at his sole expense, a sanitary sewer system adequate enough to accommodate the sewage from the "Area of the Developer" only. In such instances, the City shall not object to the required construction providing the Developer shall first enter into an Agreement with the City for the operation and maintenance cost of any lift station and force main that he may construct.

B. Should the City elect to proceed with the construction of the required extension of the City's sanitary sewer system, the City shall, after April 15, 1978, be totally responsible to remove and dispose of the sewage from said Sewer in whatever acceptable manner is applicable. Furthermore, the City shall, after the aforesaid date, continually execute the removal and disposal of the sewage from said Sewer in such manner to assure the Developer that neither building nor occupancy permits will be withheld within the "Area of the Developer".

VII. BOND:

This Agreement is subject to Developer furnishing a satisfactory ~~Performance and Guaranty~~ Maintenance Bond for the value of the Sewer which shall guarantee said Sewer against defects for a period of one (1) year from the date of final acceptance of said Sewer by the City.

VIII. LIMITATION ON USE:

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said Sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

X. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION:

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate

interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof, pursuant to Burns Ind. Statutes Ann. I.C.19-2-7-16,17, and 18.

In further consideration and to induce City to execute and ratify this Agreement, said Developer, for himself, his successors and assigns, agrees by this Agreement to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the "Area of the Developer" shown on Exhibit "A".

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the "Area of the Developer" as shown on Exhibit "A" herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this Agreement in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City of Fort Wayne as hereinafter provided.

Any owner or owners of land which are now or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by the City of such land or of the territory in which it is located or of the area served by said Sewer.

X. GOVERNING STATUTE:

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16,17,and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana I.C.19-2-8-16; 19-2-7-17 and 19-2-7-18, the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

XI. COUNCILMANIC APPROVAL:

It is understood and agreed that this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this Agreement shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

NORTH EASTERN ENTERPRISES, INC.

BY: _____
DAVID L. ZEHR

ATTESTED BY:

_____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David L. Zehr and Arlene K. Duncan who acknowledged the execution of the foregoing Agreement, as and for their voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 8th day of May, 1978.

_____
Notary Public
Resident of Allen County

My Commission expires:

3-3-80

CITY OF FORT WAYNE

BY: _____
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

BY: _____
Henry P. Wehrenberg, Chairman

BY: _____
Ethel L. LaMar, Member

BY: _____
Max G Scott, Member

ATTESTED BY:

_____
Ursula Miller, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 8 day of May, 1978, personally appeared the within named ROBERT E. ARMSTRONG, MAYOR: HENRY P. WEHRENBERG, CHAIRMAN, ETHEL H. LAMAR AND MAX G SCOTT, MEMBERS, of the Board of Public Works, City of Fort Wayne, Indiana, and Ursula Miller, Clerk of the Board of Public Works, to me personally known, who being by me duly sworn, said that they are respectively the members and clerk of the Board of Public Works of the City of Fort Wayne, Indiana and acknowledged said Agreement to be their voluntary act and deed of said department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Anne J. Fox
Notary Public
Resident of Allen County

My Commission Expires:
3/6/80

Approved as to Form and Legality:
Terry J. Burden
Associate City Attorney

This document prepared by Philip R. Boller, P.E.

EXHIBIT "A"

DEVELOPMENT

AREA

OF

FRONT

STRONG

Monday, May 8, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

3014 Broadripple --------- Kuhne Const.
6024 Calico Ct. ---------- A. D. Delagrange
3900 Harris Rd. ---------- T & G Excav.
6103 Highgate Pl. -------- Benchmark Homes
1804 Papermill Crossing -- Star Homes
3212 Pavillion Ct. ------- A. D. Dalagrange

4. Received private sidewalk applications: — Approved and permits issued.

6024 Calico Court ------- A. D. Delagrange Const.
6119 Chicory Dr. -------- Donald E. Fisher
2320 Glenwood ----------- J. D. Newport
6103 Highgate Pl. ------- Benchmark Homes
1728 Papermill Bluff ---- R. D. Witmer
1804 Papermill Crossing - Star Homes
3212 Pavillion Court ---- A. D. Delagrange Const.
1122 Pinehurst ----------R. D. Witmer
3310 Shoaff Pk. River Rd. --- Donald E. Fisher
1666 Spy Run Ave. --------Investment Bldg. Corp.
1666 Spy Run Ave ---------Investment Bldg. Corp.
3003 E. State ------------Brooks Const.
3311 Stepping Stone ------Donald E. Fisher
3217 Stepping Stone ------Donald E. Fisher
Blanket permit issued to--Emil Holliday

5. Received street cut applications: — Approved and permits issued.

Ardmore /Elmhurst High School (prkstrp)	--	City Util.
507 Constance	--	NIPSCO
115 E. Dunbar (prkstrp)	--	City Util.
1810 Duprey Dr.	--	NIPSCO
2602 Eastbrook	--	"
2325 Eby	--	"
5214 Gaywood (prkstrp)	--	City Util.
1608 N. Harrison	--	NIPSCO
1913 Hoagland (prkstrp)	--	City Util.
4929 Hoagland (prkstrp)	--	"
5523 Hoagland	--	"
5527 Hoagland	--	"
200' Hobson Rd. so. of Trier Rd.	--	NIPSCO
4342 Lillie	--	City Util.
1500 block of Lumbard (prkstrp)	--	"
1522 Lumbard	--	"
5729 Millford Ct.	--	"
5728 Millford Ct.	--	"
Intersec - Papermill Crossing & Larchwood	--	Gen. Tele.

1917 Papermill Crossing ------NIPSCO	
1911 Papermill Crossing	- NIPSCO
1827 Papermill Crossing	- "
Production Rd. approx. 1200' E. of Executive Blvd.	- Gen. Tele.
Radial Lane E. of Cornell Circle	- NIPSCO
2520 Ridgeway (parkstrip)	- City Util.
2015 Riedmiller	- NIPSCO
7222 Snowfall Ct.	- "
Intersec. of Tillman Rd. and Bauer Rd.	- D. L. Foland
City Project (various) per Street Engineering	- E. M. Holliday
Front and across from 2525 Wells	- NIPSCO
804 Hawthorne	- "
4541 Lafayette / Sherwood Terrace	- "
4816 Spatz (alley)	- "

6. Pursuant to Emergency Flood Resolution No. 65-308-4 Purchase Order No. 9949, dated May 5, 1978, is issued to John Dehner, Inc. to furnish labor, equipment and materials to pump flood water from the Water Pollution Control Plant Sludge Lagoons per specifications and request for bid dated 4/28/78 and John Dehner, Inc. bid dated May 5, 1978. Awarded to John Dehner, Inc. for 10" centrifugal pump at $46.60 per hour for equipment, labor and supplies.

Approved.

7. Received quotations from the Purchasing Agent for the proposed Blanket Purchase Order for 1978 for the rental of one (1) Information Processing System I.B.M. #6/440:

I.B.M. Corporation ----------	Rental	$760.00/mo.
	Install	$152.00
	Removal	$152.00
VAN AUSDAL & FARRAR ---------	Rental	$660.00/mo.

Through the recommendation of the Purchasing Agent the bid of I.B.M. Corp. was accepted under Purchase Order No. 9968, dated May 5, 1978, for Blanket Purchase Order for 1978.

Ordered sent to the Common Council on Tuesday, May 23, 1978 at 8:00 p.m.

8. Received Agreement for Sewer Extension by and between North Eastern Enterprises, Inc. and the City of Fort Wayne, Indiana for the construction of a sanitary sewer described as follows:

Commencing at a manhole 120' west of Miceli Drive and 16' North of the centerline of Rothman Road; thence east 1685' more or less and parallel to said centerline of Rothman Road and terminating at a manhole 40' east of and 40' north of the centerline intersection of Maplecrest Road and Rothman Road.

Approved. A true copy is incorporated herein.

Ordered sent to the Common Council on Tuesday, May 23, 1978 at 8:00 p.m.

9. Pursuant to opening of collapsed sewer on Sally's Alley (Emergency Flood Resolution No. 65-289-7) it was determined that sewer must be repaired from manhole to manhole as bid by Bercot, Inc. under C-2 for $225,000. Mr. Pearson of FDAA, Mr. DeFelice of State Civil Defense, Mr. Stollenberg of EPA and Mr. Bauman of State Board of Health concurred that cost should be funded 70% FDAA and 30% City.

Approved.

Ordered City Utilities to order Purchase Order for $225,000.00

10. Received Improvement Resolution No. 5799-1978, final plans, estimate and specifications prepared by the Street Engineering Department for improving Ardmore Avenue and Engle Road Intersection by widening the approches to the intersection nine feet for an overall width of 33 feet. The pavement will be widened with asphalt, one foot to 1.33 feet deep. The shoulders will consist of #2 stone base and #53 stone durface. Ditches will be graded to drain the intersection.

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Contractors, May 12 and 19, 1978.

Receive bids on Wednesday, May 24, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

11. Received Resolution No. 301-1978, final plans, estimate and specifications prepared by the Water Pollution Control Engineering Department for Paulding Road Force Main Sliplining Project.

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Contractors, May 12 and 19, 1978.

Receive bids on Wednesday, May 24, 1978 at 9:00 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

12. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of North Eastern Const., Co., Inc. with Maintenance Bond signed by Insurance Company of North America for Papermill Bluffs, Section I - OFFSITE Sanitary Sewer Main #1.

Approved.

Ordered acceptance letter written.

13. Received inspection report from Water Pollution Control Engineering Department and Completion Affidavit of North Eastern Const., Co., Inc. with Maintenance Bond for Papermill Bluffs, Sec. I - ONSITE.

Approved.

Ordered acceptance letter written.

14. Received the following Change Orders for W. A. Sheets & Sons, Inc. prepared and approved by Cole - Matott, Architects and Planners, for General Construction for Restoration of the Old City Hall:

a. CHANGE ORDER #1 ------ Deduct -- $ 4,831.00
b. CHANGE ORDER #2 ------ Add -- $ 15,102.00
c. CHANGE ORDER #3 ------ Add -- $ 18,950.00

Approved.

Ordered sent to the Common Council on Tuesday, May 23, 1978 at 9:00 a.m.

15. Received a request from T & G Excavating, Inc. 5544 Huguenard Road, for permission to barricade across Tillman Road between Bauer and Autumn View on May 8 and 9, 1978 from 8:00 a.m. till 6:00 p.m. (closed at all times - open to emergency traffic). PURPOSE: Install 6" water main.

Approved and permit issued.

16. Received Invoice No. 5 of A. Hattersley & Sons, Inc. in the amount of $31,365.00 prepared and approved by Cole-Matott, Architects-Planners, covering Mechanical Construction on Old City Hall Renovation (EDA 06-51-26917).

Approved and ordered City Controller to pay Invoice No. 5 of A. Hattersley & Sons, Inc. in the amount of $31,365.00.

Also ordered $3,485.00 paid to the A. Hattersley & Sons, Inc. Escrow Account at Anthony Wayne Bank.

17. Received Invoice No. 5 of W. A. Sheets & Sons, Inc. in the amount of $22,617.00 prepared and approved by Cole-Matott, Architects-Planners, covering General Construction on Old City Hall Renovation (EDA 06-51-26917).

Approved and ordered City Controller to pay Invoice No. 5 of W. A. Sheets & Sons, Inc. in the amount of $22,617.00.

Also ordered $2,513.00 paid to the W. A. Sheets & Sons, Inc. Escrow Account at Indiana Bank & Trust Company.

18. Received Invoice No. 1 of Weigand Construction Company in the amount of $14,346.00 prepared and approved by Martindale, Tourney, Gibson, Inc., Architects, covering General Construction on Humane Shelter (EDA 06-51-26280).

Approved and ordered City Controller to pay Invoice No. 1 of Weigand Construction Company in the amount of $14,346.00.

Also ordered $1,594.00 paid to the Weigand Construction Company Escrow Account at Indiana Bank & Trust Company.

19. Received request from Mr. & Mrs. Larry Busby, 423 Lasalle St., for permission to adopt-a-lot at 513 Lasalle Street for the period beginning on May 4, 1978 and ending on October 31, 1978 for garden purposes only.
PURPOSE: Gardening.

Approved and permit issued.

20. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade Sallie Avenue from Hillside to St. Joe Boulevard on Monday, May 8, 1978 thru Monday, May 15, 1978 from 7:30 a.m. thru 4:00 p.m. each day (oepn evenings)
PURPOSE: Emergency street cut to remove gas line because of broken sewer line.

Approved and permit issued.

Meeting adjourned at 11:25 a.m.

Henry R. Wehrenberg

Edward W. DeMars

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, May 10, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

Received Minutes of meeting held on Monday, May 8, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received pirvate sidewalk applications:

Approved and permit issued.

1832 Frenchman's Crossing --------Frontier Homes, Inc.
2100 Maumee ----------Carrington & Assoc.
5605 Sawmill Run ----------Frontier Homes, Inc.
5611 Sawmill Run ----------Frontier Homes, Inc.
5619 Sawmill Run ----------Frontier Homes, Inc.
3003 E. State ----------Brooks Const. Co.

4. Received a request from Indiana & Michigan Electric Company (Walter Vandgriff) 2101 Spy Run Avenue, for permission to barricade west curb lane of Calhoun at Columbia Avenue intersection on Wednesday, May 10, thru Friday, May 12, 1978 starting at 8:00 a.m. and closed at all times.
PURPOSE: Install new underground service.

Approved and permit issued.

Permit extended to 5/19/78.
Permit extended to 5/26/78.

5. Received Amended Final Plat of Georgetown Area Professional Village submitted and approved by City Plan Commission. (Chimney Corners, Inc. is developer).

Approved.

6. Received First Addenda to Water Pollution Control Treatment Agreement between the City of Fort Wayne, Indiana, and Maysville Regional Sanitary Sewer District changing Agreement for a period of forty (40) years. (dated October 19, 1977).

Approved. A true copy is incorporated.

Ordered sent to the Common Council on May 23, 1978 at 8:00 p.m.

7. Received First Addenda to Water Pollution Control Treatment Agreement between the City of Fort Wayne, Indiana, and Leo - Cedarville Regional Sewer District changing Agreement for a period of forty (40) years. (dated October 19, 1977).

Approved. A true copy is incorporated.

Ordered sent to the Common Council on May 23, 1978 at 8:00 p.m.

8. Received a petition for the installation of sanitary sewer on Bauer Avenue from Seddlemeyer Avenue to Tillman Road.	Approved. Ordered Water Pollution Control Engineering Department to investigate and report.
9. Received Invoice No. 4 of Shambaugh & Son, Inc. in the amount of $14,292.00 prepared and approved by Cole-Mattot, Architects, for Electrical Construction on restoration of Old City Hall.	Approved and ordered City Controller to pay invoice from LPW II.
10. Received Invoice No. 1 of Spears-Dehner, Inc. in the amount of $21,096.71 prepared and approved by the Street Engineering Department covered by Improvement Resolution No. 5797-1978 - Jefferson - Maumee - Washington Project.	Approved and ordered $21,096.71 paid from the LRS Account. Originals sent to Chief ISHC for reimbursement to City. Also ordered $2,344.08 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.
11. Received Invoice No. 4 of T & F Construction Corporation in the amount of $98,737.80 prepared and approved by the Street Lighting Engineering Department covered by Street Light Resolution No. 125-77 Central Business District Lighting. (EDA 06-51-26289).	Approved and ordered amount of $98,737.80 paid to T & F Construction Corporation by the City Controller. Also ordered T & F Const. Corp. Escrow account at Indiana Bank & Trust Company amount of $10,970.87. Payments are to be made from the LPW II Fund.
12. Received a request from Veterans of Foreign Wars, Posts 10006, 857, 8147 & 9500 (Kenneth Ward, Commander-Elect) 6814 S. Anthony Boulevard for permission to barricade the downtown sidewalks on Friday and Saturday, May 19 and 20, 1978 from 6:00 a.m. till 6:00 p.m. PURPOSE: Selling poppies for rehabilitation of veterans.	Approved and permit issued.
13. Received a request from Waynedale American Legion Post 241 (Edward Stuck) 6620 Koester Drive, for permission to barricade the following on Monday, May 29, 1978 from 1:30 p.m. till 2:00 p.m.: 1. Old Trail from Church to Bluffton Road. 2. MacArthur from Old Trail to Ideal. 3. Church St. from Old Trail to Bluffton. PURPOSE: Line-up of procession for Memorial Day.	Approved and permit issued.
14. Received a request from Lee Millett, City Park Department for permission to use the following property for the period beginning on the 11th day of May, 1978 and ending on the 31st day of October, 1978 for gardening purposes only: 900 E. Washington Boulevard. PURPOSE: Gardening only.	Approved and permit issued.

Received a request from Waynedale American Legion Post 241, 6620 Koester Drive, for permission to hold a parade on Monday, May 29, 1978 from 2:00 p.m. to 3:30 p.m. Route to be traveled: MacArthur Drive and Old Trail; down Old Trail to Prairie Grove Cemetary. Parade will have participants of 200 persons, 50 animals and 50 vehicles. PURPOSE: Memorial Day Parade.	Approved and permit issued.
Received a request from Oxford Community Association (Dorothy Herman) 1421 Oxford, for permission to barricade Holton Avenue from Oxford to Eckart on Saturday, June 24, 1978 from 12:00 Noon till 4:00 p.m. PURPOSE: Block Party.	Approved and permit issued.
Received Escrow Agreement between Spears-Dehner, Inc.; Lincoln National Bank & Trust Company and Board of Public Works, City of Fort Wayne, Indiana, covering Resolution No. 5797-1978 Jefferson, Washington & Maumee Areas.	Approved.

Meeting adjourned at 11:05 a.m.

Henry P. Schomburg

Ethel V. Lehman

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Rosalie Miller

Secretary and Clerk

Friday, May 12, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Monday, May 8th at 9 a.m. and Wednesday, May 10, 1978 at 9a.m.

1. Pursuant to Emergency Flood Resolution No. 65-284-9 for emergency repair of Diester Machine Company (1933 E. Wayne Street) sewer invitational bids were solicited from Bercot, Inc.; Hipskind Asphalt Corporation; Nobis Const. Co., Inc., and John Dehner, Inc.

   Award contract Monday, May 15, at 9:00 a.m. subject to Flood Disaster Authorities.

   Bids were received from:

	Base Bid "A" Alt. #1	Alt. #2	2 Flange Gal. Armco Liner Plate	36" RCP CL V Complete	Cement Grout 3 to 1 Mix	CFW Type IV AMH Complete
BERCOT------	$107,550	No bid	$600.	No bid	$75.00	$5000.00
HIPSKIND ---	114,000	$122,300	690.	$750.	90.00	8250.00
NOBIS ------	118,900	No bid	625.	No bid	85.00	6300.00
JOHN DEHNER--	No bid	130,476	790.	85.	84.00	3500.00

2. Received plat of Hillsboro, Section III submitted and approved by City Plan Commission.

   Approved.

3. Received Agreement for Sewer Extension by and between Woodmont Realty, Inc. and the City of Fort Wayne, Indiana, for construction of a sanitary sewer known as Woodmont - Section 5.

   Approved. A true copy is incorpo

   Ordered sent to the Common Council on Tuesday, May 23, 1978 at 8:00 p.m.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Edward H. LaMar

M. G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, May 15, 1978

Department of Public Works
Office of the Board
Room 910, City-County
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meeting held on Friday, May 12, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

1405 N. Anthony ----------Ned Keener
3533 Autumn Lane ----------F. Tibbits Const.
3617 N. Clinton ----------L.W. Dailey, Inc. -------PERMIT RESCINDED 5/31/78.
6115 Chicory Dr. ----------Donald Fisher
6119 Chicory Dr. ----------Donald Fisher
6506 Dumont Dr. ----------Burlington Homes
1832 Frenchmans Crossing---Frontier HOmes
1825 Ida Ave. ----------Graber & Graber
2625 Mounded Ct. ----------Burlington Homes
1728 Papermill Crossing ---R. D. Witmer
1122 Pinehurst Dr. --------R. D. Witmer
3315 Rosebay Ct. ----------A. D. Delagrange
5605 Sawmill Run ----------Frontier Homes
5611 Sawmill Run ----------Frontier Homes
5619 Sawmill Run ----------Frontier Homes
3310 Shoaff Park River Dr. - D. E. Fisher
3205 Stepping Stone Lane --- D. E. Fisher
3211 Stepping Stone Lane --- D. E. Fisher
3217 Stepping Stone Lane --- D. E. Fisher
3003 E. State St. ---------- Brooks Const.
1314 W. State ---------- P. E. Miller

4. Received private sidewalk application: — Approved and permit issued.

2611 Knollridge Dr. ---------Furman Steury Const.

5. Received street cut applications: — Approved and permits issued.

4817 Avondale (alley) ----------NIPSCO
134 W. Baker ---------- "
E. R/w of N. Clinton n/o Parkhill--- Gen. Tel.
Columbia w/o Calhoun ---------- I & M
604 E. Douglas (alley) --- NIPSCO
1240 Elm (parkstrp) --- City Util.
2206 Gay --- NIPSCO
1312 Inwood Dr. --- "
4541 S. Lafayette --- "
6125 Monarch (prkstrp) --- City Util.
1011 E. Pettit --- NIPSCO
429 Rose Lane --- "
5118 Salem Lane --- "
3502 Schele --- "
240' Shell Dr. s/o Monument Dr. --- "
2108 Smith --- "
4816 Spatz (alley) --- "

5018 & 5102 Standish	---	NIPSCO
1415 W. Third	---	City Util.
238 E. Williams	---	NIPSCO
2208 California (alley)	---	"
2325 Lillie (alley)	---	"
5511 Plaza	---	"
1112 Wabash	---	"

6. Pursuant to Emergency Flood Resolution No. 65-284-9 for emergency repair of Deister Machine Company (1933 E. Wayne Street) sewer invitation bids were received from Bercot, Inc.; Hipskind Asphalt Corporation; Nobis Construction Company, Inc. and John Dehner, Inc.

AWARD contract to Bercot, Inc. for Base Bid "A" Alternate #1 and for their bid in the amount of $107,550.00 subject to Flood Disaster Authorities. WPC Engr. to order Purchase Order on Unit Price.

Bids for up to 350 additional feet must stand firm.

7. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade the first four meters hooded on west side of Barr south of Wayne on Thursday, May 11, 1978 from 8:00 a.m. till 4:00p.m.
PURPOSE: Repair cuts in street.

Approved and permit issued.

8. Received a request from Acme Demolition (James Hughes) 1702 Simon Street, for permission to barricade sidewalk in front of 334 W. Williams on Friday, May 12, 1978 thru Monday, May 22, 1978 from 8:00 a.m. - closed at all times.
PURPOSE: Demolition of house. Ext. 6/1/78.

Approved and permit issued.

9. Received a request from Hipskind Asphalt Corp., 6525 Ardmore Ave., for permission to barricade Ardmore Avenue from Covington to Taylor on Wednesday, May 17, 1978 from 9:00 a.m. till 2:00 p.m.
PURPOSE: Installation of sewer line for City project.

Approved and permit issued.

10. Received American Red Cross (Marsha Robbins) 1212 E. California Road, for permission to barricade six meters hooded on south side of 500 block of West Berry near Plymouth Congregational Church on Friday, May 19, 1978 at all times.
PURPOSE: Unloading equipment and for parking for blood donors.

Approved and permit issued.

11. Received a request from Fort Wayne Storage Company, 806 Hayden, for permission to barricade the east curb lane of Calhoun in front of Inland Building (previously called Gettle Bldg.) and sidewalk in front of same location on Saturday, May 20, 1978 from 8:00 a.m. till 5:00 p.m.
PURPOSE: Parking one truck and one crane to move offices into 9th and 10th floors.

Approved and permit issued.

12. Received a request from Lafayette Place Improvement Assoc. (Mrs. Richard Rutkowski), 4413 Wilmette, for permission to barricade Glencoe from Lafayette to Lafayette Esplanade on Sunday, May 21, 1978 from 3:00 p.m. till 9:00 p.m.
PURPOSE: Annual Picnic.

Approved and permit issued.

13. Received a request from Allen County Council of Veterams Organizations (Henry Radke) 3330 Diplomat Drive, for permission to barricade- "No Parking" signs to be posted and barricades placed at the following locations: Monday, May 29, 1978 from 6:30 a.m. till 10:00 a.m.
1. Parnell from Forest to Coliseum parking lot.
2. Fricke from Parnell to Eade.
3. Nettie from Parnell to Eade.
4. Stadium from Parnell to Eade.
5. Charlotte from Parnell to Eade.

PURPOSE: Memorial Day Parade.

Approved and permit issued.

14. Received a request from Fort Wayne Corvette Club (Rod Butler) P.O. Box 592, for permission to hold a parade on Saturday, May 13, 1978 from 3:00 a.m. till 3:15 a.m. starting at Glenbrook Parking Lot to I-69 South.
PURPOSE: Caravan to Indianapolis.

Approved and permit was issued

15. Received Purchase Order No. 9974, dated May 11, 1978, to Bercot, Inc. in the amount of $225,000 for repair of collapsed sewer in alley 1700 block St. Joseph Boulevard - EMERGENCY FLOOD RESOLUTION NO. 65-289-7 (C-2).

Approved. The amount of $225,000 includes the $78,650 which was approved on 4/12/78 on Purchase Order No. 9921. Therefore, approval of P.O.9921 is hereby rescinded.

16. Received quotations from the Purchasing Agent for the proposed purchase of materials for the Street Department on Blanket Purchase Orders:

BITUMINOUS MATERIALS

PIERCETON EQUIPMENT CO., INC.

Through the recommendation of the Purchasing Agent the bids of Bituminous Materials were accepted under Purchase Orders (Blanket) 02487, 02488 and 02489, all dated May 11, 1978.

Ordered sent to the Common Council on Tuesday, May 23, 1978 at 8:00 p.m.

17. Received quotation from the Purchasing Agent for the proposed purchase of materials for the Street Department on Blanket Purchase Order:

WAYNE RECLAMATION & RECYCLING, INC.

Through the recommendation of the Purchasing Agent the bid of Wayne Reclamation & Recycling, Inc. was accepted under Blanket Purchase Order No. 02490, dated May 11, 1978.

Ordered sent to the Common Council on Tuesday, May 23, 1978 at 8:00 p.m.

18. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Gordon Landscape with Guaranty Bond in the amount of $13,200 signed by United States Fidelity & Guaranty Company for Edsall House - Berry Street OFFSITE Sanitary Sewer.

Approved.

Ordered acceptance letter written.

19. Received Special Street Permit for Northeastern Constr. Co. prepared and approved by the Street Engineering Department for Patomac Court in Papermill Bluffs, Section II.	Approved.
20. Received Special Street Permit for Northeastern Construction Co. prepared and approved by the Street Engineering Department for Larchwood Run in Papermill Bluffs, Section II.	Approved.
21. Received Special Street Permit for Northeastern Construction Co. prepared and approved by the Street Engineering Department for Inland Trail in Papermill Bluffs, Section II.	Approved.
22. Received partial payment estimate NO. 2 of T - G Excavating, Inc. in the amount of $30,414.37 prepared and approved by the Water Engineering Department for Water Contract 77-2 Tillman Road Water Main Adjustment.	Approved and ordered paid from the Water Utility Fund.
23. Received recommendation of Water Pollution Control Engineering Department that inasmuch as property of 6.214 acres located in NE ¼, Sec. 7, Wayne Township, owned by Lucile Botteron contains but one residential dwelling, Board of Public Works should approve Agreement for temporary waiverance of area local connection fees as provided in Resolution No. 62-267-18.	Approved. Ordered Area and Local connection fees in amount of $7,070.44 as delineated on Exhibit "A" of said agreement for 4.705 acres owned by Lucile Botteron be temporarily waived with provision that if released property ever requires a sanitary sewer, all fees will be due and payable. A true copy is incorporated herein
24. Received a request from Frank Briscoe Company, Inc. (Joe Spinella) P.O. Box 2234, for permission to barricade at all times on Tuesday, May 16, 1978 thru Wednesday, January 31, 1979 the following: 1. East curb lane of Calhoun Street from Washington north to 1st alley. 2. North curb lane of Washington from Calhoun to Clinton. 3. Sidewalk only on west side of Clinton from Washington north to 1st alley. All in accordance with drawing FB-1. PURPOSE: Construction barricade to allow construction of One Summit Square Office Building.	Approved and permit issued.
25. Received a request from Fire Museum % Don Esterline, Fire Dept., for permission to barricade the north curb lane of Washington from Harrison to Webster on Wednesday, May 17, 1978 from 12:30 p.m. till 2:30 p.m. PURPOSE: Dedication of Fire Museum.	Approved and permit issued.

26. Received a request from Audited Advertising (SEth Rosenthal) 777 Third Avenue, N. Y., N.Y. 10017, for permission to barricade hood two meters on east side of 600 block of So. Harrison just north of Main Street on Tuesday thru Thursday, May 23 thru May 25, 1978 at all times.
PURPOSE: Parking truck for loading and unloading.

Approved and permit issued.

27. Received a request from Allen County Council of Veterans Organizations (Henry Radke) 3330 Diplomat Drive for permission to hold a parade on Monday, May 29, 1978 from 10:00 a.m. till 12:00 Noon. Starting point: State and Parnell and terminating at Coliseum Parking Lot, approximate 900 persons, 31 animals and 17 vehicles.
PURPOSE: Memorial Day Parade.

Approved and permit issued.

28. Received a request from Lincolnshire Addition Association (Grace Pennington) 411 W. Concord, for permission to barricade Millside Court from Harrison to Fairfield on Sunday, June 25, 1978 from 2:00 p.m. till 5:00 p.m.
PURPOSE: Block Party.

Approved and permit issued.

29. Received a request from Bishop Luers High School Marching Band, 333 E. Paulding Road, for permission to hold a parade on Sunday, May 21, 1978 from 1:30 p.m. till 4:30 p.m. Route to be traveled: Bishop Luers at Paulding to McMillen Park to Rudisill to Broadway to Washington to Swinney Park (stop at Burger Chef for lunch) to Jefferson to Broadway to Foster Park to Fairfield to Tillman to Calhoun back to Bishop Luers High School.
PURPOSE: Fund Raising Bike-a-thon.

Approved and permit issued.

Meeting adjourned at 11:10 a.m.

Henry P. Wehrenberg

Edward W. LaMar

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, May 17, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, M. G. Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

2611 Knollridge Dr. --------- F. Steury
6111 Countess Dr. ---------- Gustin Homes, Inc.
333 W. Cox Dr. ------------- Tomei Concrete

4. Received private sidewalk applications: — Approved and permits issued.

3207 Pavillion Ct. --------- A. D. Delagrange Const.
3121 Stepping Stone Lane --- A. D. Delagrange Const.

5. Received street cut applications: — Approved and permits issued.

Anthony Wayne Add. --------- Schmidt Elec.
920 S. Calhoun (sdw.) --- City Util.
6003 Calico Ct. --- NIPSCO
2230 Fairfield at Creighton --- Porter Const.
Fairfield at Creighton - nw cor.--- Porter Const.
parking lot to alley
2409 Hillock Ct. --- NIPSCO
2417 Hillock Ct. --- "
6714 - 6716 Ideal --- Lloyd Springer Excav.
2411 Knoll Ridge Dr. --- NIPSCO
1522 Lofton Way --- "
1422 Lofton Way --- "
1514 Lofton Way --- "
Northwest Central Area Phase II --- N.G. Gilbert
6131 Shell Dr./3830 Monument --- NIPSCO
4402 Anthony Wayne Dr. --- "
4200 Lake --- "
4616 Weisser Park (alley) --- "

6. Received a request from Allen County 4-H Clubs, Inc. (Richard Fritz) 11327 Bethel Road (08) for permission to barricade the following on Saturday, July 29, 1978 from 2:00 p.m. till 4:00 p.m. — Approved and permit issued

(1) Parnell at Coliseum Parking Lot; (2) River Drive at Parnell; (3) Pleasant at both sides of State; (4) Pleasant at Forest; (5) Forest at Parnell; (6) Eade at State; (7) Eade at Nettie; (8) Pleasant at Nettie.
PURPOSE: 4 - H Fair Parade.

7. Received a request from Allen County 4-H Clubs, Inc. (Richard Fritz) 11327 Bethel Road (08) for permission to hold a parade on Saturday, July 29, 1978 from 2:30 p.m. to 4:00 p.m. Starting location: Parnell at State and terminating at Coliseum Parking Lot.
PURPOSE: Opening of 4-H Fair.

Approved and permit issued.

8. Received a request from Three Rivers Festival (Bill Hausman) 2111 S. Calhoun (02) for permission to barricade the East lane of Calhoun from Superior to the City-County Building (also all of Calhoun from Main to Superior may be closed from time to time when deemed necessary by F.W.P.D.) on Saturday, July 8, 1978 thru Sunday, July 16, 1978 at all times.
PURPOSE: Concessions for Three Rivers Festival.

Approved and permit issued.

9. Received a request from Three Rivers Festival, (Rosemarie Bostelman) 3130 E. Washington, for permission to barricade the following streets on Saturday, July 8, 1978 from 9:00 a.m. till 1:00 p.m.

1. Calhoun from Landing to DeWald.
2. Landing from Calhoun to Harrison.
3. Harrison from Landing to DeWald.
4. All side streets outline on attached map for parade line-ups.

PURPOSE : Three Rivers Festival Opening Parade.

Approved and permit issued.

10. Received a request from Three Rivers Festival, (Rosemarie Bostelman) 3130 E. Washington, for permission to hold a parade on Saturday, July 8, 1978 from 9:30 a.m. till 12:00 Noon. Starting point: Calhoun at Baker and terminating at Harrison at Baker. Route to be traveled: North down Calhoun from Baker to Landing; west on Landing to Harrison; south on Harrison from Landing to Baker.
PURPOSE: Opening of Festival.

Approved and permit issued.

11. Received plat of Oak Grove, Section II submitted and approved by the City Plan Commission.

Approved.

12. Received Water Contract No. 7803 by and between North Eastern Enterprises, Inc. and the City of Fort Wayne Water Utility for Thamesford Drive, Saxton Run, Hillsboro Lane, Tanbark Trail, Wolfsboro Lane, Hillsboro Court and Silverthorne Run all in Hillsboro Addition, Section II.

Approved.

Ordered sent to the Water Engineer for handling.

13. Received Water Contract No. 7804 by and between North Eastern Enterprises, Inc. and the City of Fort Wayne Water Utility for Tanbark Lane, Silverthorne Run, Laurelwood Cove, Shadowbrook Cove, Hunterdon Cove and on Belle Plain Cove all in Hillsboro Addition, Section III.

Approved.

Ordered sent to the Water Engineer for handling.

14. Received quotation from the Purchasing Agent for the proposed lease of one IBM 3420 Model 3 Tape Unit (9 Track) 1600 B.P.I. for the City Utilities Data Center.

I.B.M. CORPORATION -------- $453.00/Mo.

Through the recommendation of the Purchasing Agent the bid of IBM Corporation was accepted under Purchase Order No. 9977, dated May 12, 1978.

Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

15. EMERGENCY FLOOD RESOLUTION No. 66-16-15

WHEREAS, the City of Fort Wayne was declared a Flood Disaster Area; and

WHEREAS, an Emergency exists to repair the damages caused and to remove the temporary dikes which were erected; and

WHEREAS, the Board of Public Works has ordered the Street Engineering Department to obtain bids from at least three contractors:

NOW, THEREFORE, the Board of Public Works declares a Flood Emergency exists and accepts tabulations from Street Engineering Department for said repair and removal.

Approved May 17, 1978.

A true copy is incorporated herein.

16. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc., Moellering Construction Co., Inc.; Rieth-Riley Const., Company; Hipskind Asphalt Corp.; Brooks Const. Co.; and Martins, Inc., for repairing eroded area in levee on St. Joseph River Levee along Northside Drive near intersecion with Charlotte Avenue:

Received bids:

SPEARS-DEHNER, INC. -------$1,112.50
JOHN DEHNER, INC. ---------$ 280.95

Ordered Purchase Order issued to low bidder, John Dehner, Inc., in the amount of $280.95 by City Utilities.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

17. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Construction Co. Inc.; Rieth-Riley Const., Company; Hipskind Asphalt Corp.; Brooks Const. Co.; and Martins, Inc., for removal of temporary sandbag dike 500 long on St. Mary's River near Vesey and Nuttman Avenues:

Received bids:

SPEARS-DEHNER, INC. -------- $1,850.00

Ordered Purchase Order issued to low bidder, Spears-Dehner, Inc., in the amount of $1,850.00 by City Utilities.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

18. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Construction Co., Inc.; Rieth-Riley Const., Company; Hipskind Asphalt Corp.; Brooks Const. Ci; and Martins, Inc,, for removal of temporary sand bag levee on South bank of St. Mary's River along Superior:

Received bid:
SPEARS-DEHNER, INC. ---------- $997.50

Ordered Purchase Order issued to low bidder, Spears-Dehner, Inc., in the amount of $997.50 by City Utilities.

Ordered City Utilities' General Superintendent to see reimbursement for FDAA.

20. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Construction Co., Inc.; Rieth-Riley Const., Company; Hipskind Asphalt Corp.; Brooks Const. Co.; and Martins, Inc., for removal of temporary sand bag levee on South bank of Maumee River on Glasgow and Dwenger Avenues:

Received bid:

SPEARS-DEHNER, INC. --------- $1,500.00

Ordered Purchase Order issued to low bidder, Spears-Dehner, Inc., in the amount of $1,500.00 by City Utilities.

Ordered City Utilities General Superintendent to seek reimbursement for FDAA.

21. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Carrington & Assoc.; John Dehner, Inc.; L. W. Dailey, Inc.; Brooks Const. Co., Inc.; Rieth-Riley Const. Co.; Hipskind Asphalt Corp.; and Robert J. Houser to replace curbs and sidewalk on Lawton Place from Spy Run to Griswold (250 ft.) and Ruth Street from Spy Run to Spy Run Creek (25 ft.):

Received bids:

RIETH-RILEY ---------- $6,294.00
JOHN DEHNER, INC. ------- $4,681.40
CARRINGTON ---------- $2,650.20

Ordered Purchase Order issued to low bidder, Carrington & Associates, in the amount of $2,650.20 by City Utilities.

Ordered City Utilities General Superintendent to seek reimbursement for FDAA.

22. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Carrington & Assoc.; John Dehner, Inc.; L. W. Dailey, Inc.; Brooks Construction Co., Rieth-Riley Const. Co.; Hipskind Asphalt Corp.; and Robert J. Houser to replace curb and sidewalk on Dwenger Avenue from Glasgow to Sewage Treatment Plant:

Received bids:
ROBERT J. HOUSER --------- $2,845.00
Rieth-Riley ---------- $5,644.50
Spears-Dehner, Inc. ------ $8,350.00
Carrington & Assoc. ------ $3,183.50
L. W. Dailey ---------- $2,319.00

Ordered Purchase Order issued to low bidder, L. W. Dailey, Inc., in the amount of $2,319.00 by City Utilities.

Ordered City Utilities General Superintendent to seek reimbursement for FDAA.

23. Pursant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Carrington & Assoc.; John Dehner, Inc.; L. W. Dailey, Inc.; Brooks Construction Co.; Rieth-Riley Const. Co.; Hipskind Asphalt Corp.; and Robert J. Houser to repair curb and sidewalks at 2185 Westbrook:

Received bid:

CARRINGTON & ASSOC. ---------- $257.80.

Ordered Purchase Order issued to low bidder, Carrington & Associates, in the amount of $257.80 by City Utilities.

Ordered City Utilities General Superintendent to seek reimbursement for FDAA.

24. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Carrington & Assoc.; John Dehner, Inc.; L. W. Dailey, Inc.; Brookds Const.; Rieth-Riley Const.; Hipskind Asphalt Corp.; Robert J Houser; Emil P. Holliday and Daniel J. Hensinger & Sons to remove and replace sidewalk at 418 Elizabeth Street:

Received bids from: ROBERT J. HOUSER, $400; RIETH-RILEY, $1,000; SPEARS-DEHNER, $1,300; CARRINGTON & ASSOC., $410; and L.W. DAILEY, $540.

Ordered Purchase Order issued to low bidder, Robert J. Houser, in the amount of $400.00 by City Utilities.

Ordered City Utilities General Superintendent to seek reimbursement for FDAA.

24.	Received Improvement Resolution No. 5800-1978, final plans, estimate, specifications and property ownership list, prepared and approved by the Street Engineering Department for construction of sidewalk and curb on Hayden Street (1436 S. Anthony Blvd.) from the west curb line of South Anthony Blvd. to the first alley west thereof to a width of five feet. WAIVER on the resolution of improvement is signed by the property owner.	Approved and adopted. A true copy is incorporated herein. CONFIRMED. Advertise, Notice to Contractors, May 26, 1978 and June 2, 1978. Receive bids on Wednesday, June 7, 1978 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
25.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water - $1,370.19 and Sewer - $1,346.73 (total: $2,716.92).	Approved.
26.	Received Change Order No. E-1 of Shambaugh & Son, Inc. in the amount of $10,226.00 prepared and approved by Cole-Mattot, Architects/Planners, or Electrical Construction on Restoring of the Old City Hall.	Approved. Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.
27.	Received Water Contract No. 7802 prepared and approved by the Water Engineering Department between the Fort Wayne Water Utility and Bunt Realty, Inc. for constructing water main on Millhollow Lane, Bankbarn Place, Old Willow Place and Arch Tree Place, all in The Hollows, Section I.	Approved. Ordered sent to Water Engineering Department for handling.
28.	Received invoice of Carrington & Associates, Inc. in the amount of $522.97 prepared and approved by the Street Engineering Department covered by Resolution No. 5795-1978 to construct sidewalk and driveway on Rivermet at 1203 Crescent Avenue.	Approved and ordered paid from MVH Funds.
29.	Received quotation from Purchasing Agent for the proposed purchase of 100 Embedded Aluminum Poles for City Street Lighting Department: PREFERRED PRODUCTS--------$23,500.00	Through the recommendation of the Purchasing Agent the bid of Preferred Products was accepted under Purchase Order No. 9991, dated May 16, 1978, in the amount of $23,500.00. Ordered sent to the Common Council on Tuesday, May 23, 1978 at 8:00 p.m.
30.	Received petition for the construction of curbs on the parkstrip side of Kensington Boulevard in the 800 to 1100 block.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 67-78.

31. Received a petition for the installation of a sanitary sewer on Till Road from State Road #3 to East line of Aldale Acres Addition.	Approved. Ordered the Water Pollution Control Engineering Department to investigate and report. Board Order No. 68-78.
32. Received invoice No. 5 of T - G Excavating, Inc. in the amount of $3,864.83 prepared and approved by the Water Engineering Department covering Water Contract 77-XP-2 for Maysville Road Water Main Project.	Approved. Ordered City Utilities to invoice of T - G Excavating from the Water Utility Fund.
33. Received invoice #4 of Hagerman Construction Corporation in the amount of $86,238.90 prepared and approved by McNamee, Porter and Seeley, Consulting Engineers, for Water Improvements - Wash Water Retention Basin, Contract No. 77-W-1.	Ordered City Utilities to pay Hagerman Construction Corporation the amount of $86,238.90. Also pay to the Hagerman Construction Corporation Escrow Account at Lincoln National Bank the amount of $9,582.10. Payments are to be made from the Water Utility Fund.
34. Received Invoice No. 1 of Rieth-Riley Construction Company, Inc. in the amount of $53,228.13 prepared and approved by the Street Engineering Department covered by Resolution No. 5767-1977 - Clinton Street from Barr Street to Superior Street.	Approved. Ordered invoice sent to Indiana State Highway Commission, attention of Mr. Gene Hallock, Chief Highway Engineer, Room 1101, State Office Bldg., Indianapolis, Indiana, 46204, as per agreement.
35. Received Invoice No. 2 of Rieth-Riley Construction Company, Inc. in the amount of $6,327.00 prepared and approved by the Street Engineering Department covered by Resolution No. 5767-1977 - Clinton Street from Barr Street to Superior Street.	Approved. Ordered invoice sent to Indiana State Highway Commission as per agreement.
36. Pursuant to Emergency Flood Resolution No. 66-16-15 invitation bids were solicited from Spears-Dehner, Inc.; Moellering Const. Co.; Rieth-Riley Const. Co.; Hipskind Asphalt Corp.; Brooks Const. Co.; and Martins, Inc. for repair of St. Joseph River permanent dike along Griswold Ave. Received bids: SPEARS - DEHNER, INC. ------ $1,510.00 JOHN DEHNER, INC. ---------- $ 620.70	Ordered Purchase Order issued to low bidder, John Dehner, Inc. in the amount of $620.70 by City Utilities. Ordered City Utilities General Superintendent to seek reimbursement for FDAA.
37. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc; Moellering Const. Co.; Rieth-Riley Const. Co.; Hipskind Asphalt Corp.; Brooks Const. Co.; and Martins, Inc. for repair of eroded area of Spy Run Creek levee at end of Ruth Street. Received bids: SPEARS-DEHNER, INC. ------- $3,320.00 JOHN DEHNER, INC. --------- $2,095.75	Ordered Purchase Order isssued to low bidder, John Dehner, Inc. in the amount of $2,095.75 by City Utilities. Ordered City Utilities General Superintendent to seek reimbursement for FDAA.

38. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Const. Co.; Rieth-Riley Const., Co.; Hipskind Asphalt Corp.; Brooks Const.; and Martins, Inc. for removal of temporary earth dike used for emergency flood protection on south bank of Maumee River near intersection of Tecumseh St. and Coombs Street.
Received bid: SPEARS-DEHNER,INC.---$2,400.00.

Ordered City Utilities to issue Purchase Order to Spears-Dehner, Inc., sole bidder, in the amount of $2,400.00.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

39. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc. Moellering Const., Company; Rieth-Riley Const.; John Dehner, Inc.; Wayne Asphalt; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking; and T & G Excavating, Inc. for repair of permanent earth levee along West bank of St. Joseph River along Griswold Drive:

Received bids:
SPEARS-DEHNER, INC. -------- $9,913.00
T - G EXCAVATING ---------- $10,923.28

Ordered City Utilities to issue Purchase Order to Spears-Dehner, Inc., low bidder, in the amount $9,913.00.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

40. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Const., Company; Rieth-Riley Const.; John Dehner, Inc.; Wayne Asphalt; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking; and T & G Excavating, Inc. for repair of permanent earth levee along St. Mary's River near intersection of Superior and Jackson Street.

Received bids:
SPEARS-DEHNER, INC. -------- $27,388.00
T & G EXCAVATING, INC. ----- $32,092.94

Ordered City Utilities to issue Purchase Order to Spears-Dehner, Inc., low bidder, in the amount of $27,388.00.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

41. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Const., Company; Rieth-Riley Const.; John Dehner, Inc.; Wayne Asphalt; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking; and T & G Excavating, Inc. for repair of dike along Camp Allen Drive between curb and St. Mary's River for 900 feet.

Bids Received:
SPEARS- DEHNER, INC. ------- $25,025.00
T & G EXCAVATING, INC. ----- $26,267.50

Ordered City Utilities to issue Purchase Order to Spears-Dehner, Inc., low bidder, in the amount of $25,025.00.

Ordered City Utilities' General Superintendent to seek reimbursement from FDAA.

42. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Const., Company; Rieth-Riley Const.; John Dehner, Inc.; Wayne Asphalt; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking; and T & G Excavating, Inc. for removing temporary earth dike along St. Joseph River between Griswold and Water Filtration Plant.

Received bids:
SUMMIT CITY WRECKING --------- $13,668.00
SPEARS-DEHNER, INC. ---------- $14,472.00
T & G EXCAVATING, INC. ------- $19,617.60

Ordered City Utilities to issue Purchase Order to Summit City Wrecking, low bidder, in the amount of $13,668.00.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

43. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from John Dehner, Inc.; L. W. Dailey, Inc.; Brooks Const. Co., Inc.; Hipskind Asphalt Corp.; and Rieth-Riley Const. Company for repair of Harry Baals Drive in City Utilities Park. Received bids: RIETH-RILEY CONST. CO. ------ $3,300.00	Ordered City Utilities to issue Purchase Order to Rieth-Riley, sole bidder, in the amount of $3,300.00 Ordered City Utilities' Gen. Supt. to seek reimbursement for FDAA..
44. Received Partial Payment Estimate No. 3 of Bercot, Inc. in the amount of $46,087.17 prepared and approved by the Water Pollution Control Engineering Department covered by Sewer Resolution No. 294-1977 for Freeman - Covington Area Sanitary Sewer. (EDA Proj. 06-51-26281)	Ordered City Controller to pay invoice of Bercot, Inc. in the amount of $46,087.17. Also ordered payment of $5,120.79 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company. Payment is to be made from the L.P.W. Account.
45. Received a request from General Telephone Co., (Don Rehling) 525 Tecumseh, for permission to barricade deceleration lane in 4100 block of N. Clinton in front of Mr. Donut (east side of street) on Wednesday, May 17, 1978 thru May 31, 1978 from 7:00 a.m. till 5:00 p.m. each day. PURPOSE: Lowering conduit for new sewer.	Approved and permit issued.
46. Received a request from Williams Park Neighborhood Association (Mrs. Edelman) 3125 Clinton Court, for permission to barricade Wildwood from Calhoun to Piqua on Tuesday, June 13, 1978 from 5:30 p.m. till 8:30 p.m. PURPOSE: Block Party.	Approved and permit issued.
47. Received a request fro Northern Indiana Baptist Chruch Association - Youth Department, 1630 E. Creighton, for permission to hold a parade on Saturday, May 20, 1978 from 4:30 p.m. till 6:00 p.m. Starting and terminating at St. John Baptist Church - 2400 Hanna. PURPOSE: "Youth Day".	Approved and permit issued.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Mary G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Friday, May 19, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:00 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M.G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. G Scott
Ursula Miller

Received minutes of meetings held on Monday, May 15, 1978 at 9:00 a.m. and Wednesday, May 17, 1978 at 9:00 a.m.

1. Pursuant to Emergency Flood Resolution No. 66-16-15 invitational bids were solicited from Spears-Dehner, Inc.; Moellering Const. Co.; Rieth-Riley Const. Co.; John Dehner, Inc.; Wayne Asphalt Co.; Hipskind Asphalt Corp.; Martins, Inc.; Brooks Const. Co.; Summit City Wrecking and T & G Excavating, Inc. for repair of Griswold Drive and bicycle path.

   Received bids:

   RIETH-RILEY, INC. ----------$52,425.00

   SUMMIT CITY WRECKING--------$121,012.50.

   Rejected bids (Low bid was 65% over estimate).

   Ordered the Street Engineering Department to rebid project.

2. Pursuant to Emergency Flood Resolution No. 66-16-15 Street Engineering solicited bids from Spears-Dehner; Moellering; Rieth-Riley; John Dehner, Inc.; Wayne Asphalt & Const.; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking and T & G Excavating for removal of temporary dike on Camp Allen Drive:

   Received bids:

   SUMMIT CITY WRECKING ---------$8,908.20

   T & G EXCAVATING----------$9,035.46

   SPEARS-DEHNER, INC. ---------$11,689.74

   Ordered City Utilities to issue Purchase Order to Summit City Wrecking, low bidder, in the amount of $8,908.20.

   Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

3. Pursuant to Emergency Flood Resolution No. 66-16-15 Street Engineering solicited bids from Spears-Dehner; Moellering; Rieth-Riley; John Dehner, Inc.; Wayne Asphalt & Const.; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking and T & G Excavating for repair of Elyetta, Henrietta, Catalpa, Southfair and West Swinney Drive:

   Received bids:

   RIETH-RILEY ---------- $8,910.00
   BROOKS CONST. ----------$10,890.00
   SUMMIT CITY WRECKING--------$15,840.00

   Ordered City Utilities to issue Purchase Order to Rieth-Riley, low bidder, in the amount of $8,910.00.

   Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

4. Pursuant to Emergency Flood Resolution No. 66-16-15 Street Engineering solicited bids from Spears-Dehner; Moellering; Rieth-Riley; John Dehner, Inc.; Wayne Asphalt & Const.; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking and T & G Excavating for removal of sand bag levee in Swinney Park:

Received bids:

SUMMIT CITY WRECKING --------- $6,000.00

SPEARS-DEHNER, INC. ---------- $6,000.00

Ordered City Utilities to issue Purchase Order to Spears-Dehner in the amount of $6,000. Chairman of Board flipped coin.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

5. Pursuant to Emergency Flood Resolution No. 66-16-15 Street Engineering solicited bids from Spears-Dehner: Moellering; Rieth-Riley; John Dehner, Inc.; Wayne Asphalt & Const.; Hipskind Asphalt Corp.; Brooks Const.; Martins, Inc.; Summit City Wrecking and T & G Excavating for removal of earth dike and sand bags along Spy Run Creek from R. R. Bridge from Elizabeth to Lawton Park footbridge:

Received bids:

SUMMIT CITY WRECKING ------ $9,000.00

SPEARS - DEHNER ---------- $9,600.00

Ordered City Utilities to issue Purchase Order to Summit City Wrecking, low bidder, in the amount of $9,000.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

6. Received a request from Crescent Avenue Church, 1232 Crescent Avenue, for permission to barricade Vermont Avenue from Forest Park Boulevard to Florida Drive on Sunday, June 4, 1978 from 9:00 a.m. to 11:30 a.m. PURPOSE: Outside Church Services.

Approved and permit issued.

Meeting adjourned at 3:45 p.m.

Henry P. Wehrenberg

Edward LaMar

Ray A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, May 22, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

3207 Pavillion Ct. --------- A. D. Delagrange
5727 Sawmill Run ---------- Elmer Miller
3121 Stepping Stone Lane---- A. D. Delagrange
512 Van Buren ------------- Huguenard Corp.

4. Received private sidewalk applications: — Approved and permits issued.

3107 Stepping Stone Lane ----------A. D. Delagrange
3115 Stepping Stone Lane ----------A. D. Delagrange

5. Received street cut applications: — Approved and permits issued.

Adams & E. Pontiac (prkstrp)	- City Util.
309 Greenwood (parkstrp)	- "
1003 Harmar	- "
S. Harrison /137 N. Cornell	- NIPSCO
3535 N. Washington Rd.	- "
(alley) N/o Old Fort - w/o Spy Run	- Gen. Tele.
1740 Olladale	- NIPSCO
3002 S. Wayne	- City Util.
1401 E. Wallace	- NIPSCO
NE cor. of Smith & McKee	- "
Crescent	- T & G Excavating
6418 Dumont	- NIPSCO
6312 Dumont	- "
1806 Duprey	- "
921 Emmett	- "
4230 S. Hanna	- City Util.
2301 Kenwood	- "
2611 Knollridge	- NIPSCO
2018 E. Pontiac	- "
533 E. Rudisill	- City Util.
Sallie Ave. & extend. 230' no. in alley e/o St. Joe Blvd.	- NIPSCO
3839 Sherman	- T & G Excav.
1931 Sovereign	- NIPSCO
930 E. Washington (prkstrp)	- City Util.

6. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Sidewalk Resolution No. 5795-78 for improving the sidewalk and driveway approach on Rivermet Avenue, fronting lot #426 - exc. W. 39 ft. - Lakeside Park Addition (1203 Crescent Avenue).	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise, Notice of Assessment May 26, 1978 and May 27, 1978. Hearing on Confirmation of Assessment Roll Thursday, June 8, 1978 at 3:30 p.m. Notices to be mailed May 27, 1978.
7. Received quotation from the Purchasing Agent for contract awarded to Bercot, Inc. for Base Bid A Alternate #1 for Emergency Flood Resolution No. 65-284-9 for Deister Machine Company 1933 E. Wayne, Purchase Order No. 9992 in the amount of $107,550.00.	Accepted Purchase Order No. 9992, dated May 19, 1978, in the amount of $107,550.00 to Bercot, Inc. for Base Bid "A" Alternate #1 for Emergency Flood Res. No. 65-284-9 for Deister Machine Company.
8. Received Special Sewer Permit for A. D. Delagrange prepared and approved by the Water Pollution Control Engineering Department. Maintenance Bond to be furnished to Board of Public Works at the time the Contractor files Completion Affidavit. Permit is for the construction of a storm/sanitary sewer known as Shoaff Park River Est., Section "B".	Approved and Special Sewer Permit issued.
9. Received Partial Payment Estimate No. 38 of Hagerman-Shambaugh (joint bidders) in the amount of $62,349.45, prepared and approved by Henry B. Steeg & Associates, Div. of H.N.T. & B. for the period of March 31, 1978 to April 26, 1978 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.	Approved and ordered Invoice #38 of Hagerman-Shambaugh in the amount of $62,349.45 paid by City Utilities. Also, ordered amount of $3,281.55 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Construction Fund.
10. Received a request from Hartman & Son Excavating, Inc. (Gerald Hartman) R. E. #1, Box 107 Grabill, Indiana, for permission to barricade 2508 Ellen Avenue on Wednesday, May 24, 1978 from 8:00 a.m. to 6:00 p.m. PURPOSE: Install sewer.	Approved and permit issued.
11. Received a request from Custom Sewer Service, 11521 Brooklane Drive, for permission to barricade alley behind 5523 - 5527 Hoagland Avenue - (there will be only one end of the alley closed at all times) on May 24 and 25, 1978. PURPOSE: Install sewer.	Approved and permit issued.

Meeting adjourned at 10:50 a.m.

Henry B. Wehrenberg

Ethel W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, May 24, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. La
Ursula Miller

Received Minutes of meetings held on Friday, May 19, 1978 at 3:30 p.m. and Monday, May 22, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finan

3. Received private sidewalk applications:

Approved and permits issue

4409 Arrow Dr. ----------Delagrange Homes, Inc.
4720 Spatz ----------James Lepper

4. Received street cut applications:

Approved and permits issue

5100 N. Clinton (prkstrp)	-	City Util.
2508 Ellen	-	Gerald Hartman
Ethel, Poinsette, W. State, Irene and Goshen	-	NIPSCO "
2403 Euclid (prkstrp)	-	City Util.
1415 Lofton Way	-	NIPSCO
E. Paulding Rd. /5801 S. Lafayette	-	"
1301 Rudisill (prkstrp)	-	City Util.
3615 Schele (prkstrp)	-	"
5400 Sherrill (prkstrp)	-	"
2401 Springfield (prkstrp)	-	"
1900 Sprunger	-	"
1440 Swinney (prkstrp)	-	"
5900 Waycross (prkstrp)	-	"
2946 Bowser	-	NIPSCO
914 S. Calhoun	-	"

5. Received driveway applications:

Approved and permits issued

1829 Fairfield	---	Dailey Asphalt
2704 Goshen Rd.	---	Dailey Asphalt
6026 Orchard Lane	---	Henry E. Lee
1521 Tilden St.	---	Carrington & Assoc.

6. RECEIVE BIDS:

Improvement Resolution No. 5799-1978 for improving Ardmore Avenue and Engle Road Intersection by widening the approaches to the intersection nine feet for an overall width of 33 feet. The pavement will be widened with asphalt, one foot to 1.33 feet deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection.

L. W. DAILEY, INC. ---------- $29,250.00

WAYNE ASPHALT CONST. CO., INC.- $24,237.50

Referred to Street Engineering Department for tabulation and report.

Award contract on Wednesday, May 31, 1978 at 9:00 a.m.

7. RECEIVE BIDS:

Sewer Improvement Resolution No. 301-78 for the installation of a liner to rehabilitate the force main in Paulding Road which, from its size and character, is intended to prevent any future ruptures in the existing force main. (PAULDING ROAD FORCE MAIN SLIPLINING PROJECT) -City Paid:

BERCOT, INC. ---------- $68,660.00

JOHN DEHNER, INC. --------- $67,200.00

T - G EXCAVATING ---------- $72,811.00

Referred to Water Pollution Control Engineerng Department for tabulation and report.

Award contract on Wednesday, May 31, 1978 at 9:00 a.m.

Note: Pipe Liners, Ltd. sent letter requesting rebid.

8. Received quotations from the Purchasing Agent for the Reseeding and Resodding of Park Strips for the Water Maintenance & Service Department:

	Top Soil, Seed & Straw	Restore Sod
SIEBOLD PRICE ----------	$12,750.00	$5,000.00
MCBRIDE PAUL LANDSCAPING-	$15,900.00	$7,300.00
MAXWELL TREE EXPERT CO.--	$ 7,485.00	$4,295.00

Through the recommendation of the Purchasing Agent the bid of Maxwell Tree Expert Company was accepted in the amounts of $7,485 and $4,295 under Purchase Order No. 0027, dated May 23, 1978.

Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

9. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of R & A Plumbing, Inc., without bond, for Sanitary Sewer - Fairfield Duplex Units.

Approved.

Ordered acceptance letter written.

10. Received invoice of Carrington & Associates, Inc., in the amount of $3,675.30 covering work at intersection of Oak and Ohio.

Approved. Ordered invoice paid under Purchase Order No. 4-04245.

11. Received invoice of Carrington & Associates, Inc. in the amount of $1,138.87 approved by the Street Engineering Department for the construction of curb on the south side of Lake Avenue from the west curb line of Anthony Boulevard to a point 188 feet west thereof ... Res. No. 5788-78.

Approved and ordered paid out of MVH Fund - encumbered.

12. Received invoice of Carrington & Associates, Inc. in the amount of $1,198.00 approved by the Street Engineering Department for the removal and replacement of sidewalk and curb at Maumee and DuBois Street.

Approved and ordered paid out of Purchase Order No. 03420.

13. Received invoice of Wayne Asphalt Construction Company, Inc. in the amount of $27,251.50 approved by the Street Engineering Department for Emergency Pothole Patching.

Approved and ordered paid out of MVH Fund - Special District Fund (P.O. 4-03536):

HAC Surface Type "B" ---- $6,795.
LABOR & EQUIPMENT -------$17,889.
TACK COAT ---------- $2,567.

14. Received Special Sewer Permit for Spy Run Development, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond in the amount of $22,167.00 for construction of sanitary and storm sewer known as Broadview Terrace Extended, Section I.

Approved and Special Sewer Permit issued.

Board Order No. 73-78.

15. Received Invoice No. 29 of H.N.T.B - Henry B. Steeg & Associates Division for engineering services for Division II - Water Quality Control Project - Terminal Ponds - Federal Project No. C-180538-01. Invoice is for the amount of $3,593.25.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

16. Received the following Purchase Orders from the Purchasing Agent covered by Emergency Flood Resolution No. 66-16-15:

Approved.

P.O. 0031 SUMMIT CITY WRECKING --- for Emergency Removal of temporary dike on Camp Allen Drive ---------- $ 8,908.20

P.O. 0032 RIETH-RILEY CONST. CO. --- for Emergency Repair of Elyetta, Henrietta, Catalpa, Southfair and W. Swinney Drive----------$ 8,910.00

P.O. 0033 SPEARS-DEHNER, INC. --- for Emergency Removal of sand bag levee in Swinney Park ----------$ 6,000.00

P.O. 0034 SUMMIT CITY WRECKING --- for Emergency Removal of Earth Dike and sand bags along Spy Run Creek from R. R. Bridge from Elizabeth to Lawton Park Footbridge ----------$ 9,000.00

P.O. 0035 JOHN DEHNER, INC. --- for Emergency Repairing eroded area in levee along Northside Drive near intersection with Charlotte Avenue ---------- $ 280.95

P.O. 0036 SPEARS-DEHNER, INC. for
Emergency Removal of temporary
sand bag dike 500' long on St.
Mary's River near Vesey and
Nuttman Avenues----------$ 1, 850.00

P.O. 0037 SPEARS-DEHNER, INC. --- for
Emergency Removal of temporary
sand bag levee on South Bank
of St. Mary's River along
Superior Street ----------$ 997.50

P.O. 0038 SPEARS-DEHNER, INC. --- for
Emergency Removal of temporary
sand bag levee on South Bank of
Maumee River on Glasgow and
Dwenger Avenues ----------$ 1,500.00

P.O. 0039 CARRINGTON & ASSOCIATES --- for
Emergency Replace of curbs and side-
walk on Lawton Place from Spy Run to Griswold
(250 ft.) and Ruth Street from Spy Run
to Spy Run Creek (25 ft.)-------$ 2,650.20

P.O. 0040 L. W. DAILEY, INC. --- for
Emergency Replace of curb and side-
walk on Dwenger Avenue from Glasgow
Avenue to Sewage Treatment
Plant ---------- $ 2,319.00

P.O. 0041 CARRINGTON & ASSOCIATES --- for
Emergency Repair curb and sidewalks at
2185 Westbrook ---------- $ 257.80

P.O. 0042 ROBERT J. HOUSER --- for
Emergency Removal and Replacement of
sidewalk at 418 Elizabeth Avenue
---------- $ 400.00

P.O. 0043 JOHN DEHNER, INC. --- for
Emergency repair of St. Joseph
River permanent dike along
Griswold Avenue ---------- $ 620.70

P.O. 0044 JOHN DEHNER, INC. --- for
Emergency Repair of eroded area of
Spy Run Creek levee at end of Ruth
Street ---------- $ 2,095.75

P.O. 0045 SPEARS-DEHNER, INC. --- for
Emergency Removal of temporary earth
dike used for emergency flood
protection on south bank of
Maumee River near intersection of
Tecumseh Street and Coombs Street
---------- $ 2,400.00

P.O. 0046 SPEARS-DENHER, INC. --- for
Emergency Repair of permanent
Earth Levee along West Bank
of St. Joseph River along Griswold
Drive---------- $ 9,913.00

P.O. 0047 SPEARS-DEHNER, INC. --- for
Emergency Repair of permanent
earth levee along St. Mary's
River near intersection of
Superior and Jackson Streets-- $27,388.00

P.O. 0048 SPEARS-DEHNER, INC. --- for Emergency Repair of dike along Camp Allen Drive between curb and St. Mary's River for 900 feet ---------- $25,025.00

P.O. 0049 SUMMIT CITY WRECKING --- for Emergency Removing temporary earth dike along St. Joseph River between Griswold and Water Filtration Plant ---------- $13,668.00

P.O. 0050 RIETH-RILEY CONSTRUCTION CO. --- for Emergency Repair of Harry Baals in City Utilities Park--- $ 3,300.00

17. Received a request from Moellering Construction Company, 3400 Engle Road, for permission to barricade Norfolk & Western Railroad Tracks on Lower Huntington Road in Waynedale on Tuesday, May 30, 1978 (estimated 2 to 3 weeks) to approximately June 16, 1978 from 9:00 a.m. closing after morning traffic on May 30, 1978.
PURPOSE: Rebuild Railroad Crossing.

Approved and permit issued.

18. Received a request from General Telephone Company, 525 Tecumseh, for permission to barricade the east driving lane of So. Calhoun at intersection of Lenox Avenue and entrance to Southgate Plaza on Thursday, May 25, 1978 from 9:00 a.m. till 3:00 p.m.
PURPOSE: Manhole cave-in that needs repair.

Approved and permit issued.

Meeting adjourned at 11:10 a.m.

Henry P. Wehrenberg

Edward W. Lamar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, May 31, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT — H. P. Wehrenberg, E. H. Lamar
Ursula Miller, Secretary and Clerk — Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permits issued.

3307 Heritage Drive ------Colonial Homes
3911 Monument ----------T.J. Lebrato, Inc.
6312 and 6227 Shell Drive -- T.J. Lebrato, Inc.

4. Received driveway applications: — Approved and permits issued.

4409 Arrow Drive ----------Delagrange Homes
1016 Memorial Way ---------Silkworth Const.

5. Received street cut applications: — Approved and permits issued.

4402 S. W. Anthony Wayne ------- NIPSCO
404 E. Berry (sdw. & alley)----- "
2208 California - "
3813 Central - "
1101 Charlotte - "
2006 Ellen - "
2504 Ellen - "
2520 and 2528 Emerson - "
804 Hawthorne - "
5523 Hoagland (alley) - Ron Sorg
4100 Lake - NIPSCO
240' Lathrop N. of Spring - "
207 W. Leith - "
1145 Nuttman - "
5511 Plaza - "
1707 Scottsdale - "
Along Wabash, Winch, Dubois, Pennsylvania, & Warren Sts. - "
943 E. Wayne (alley) - "
4616 Weisser Park (alley) - "
334 W. Williams - "
922 Burgess - "
2501 Hazelwood - "
1430 E. Lewis (alley) - "
5606 Standish - "
2508 Barnhart - City Util.
914 S. Calhoun - NIPSCO
2603 Dodge - City Util.
E. 242' s/o Washington Center - "
6215 Highgate Place - NIPSCO
817 W. Jefferson (alley) - "
223 E. Leith - "
445 E. Masterson - Troy Wilson

Intersec. McKee & Smith	---- NIPSCO
Oakmont & Crown Lane (prkstrp)	---City Util.
4218 Tacoma (alley)	-NIPSCO
105 W. Dewald	NIPSCO
115 W. Dewald	- "
N/W cor. Dewald & Calhoun	- "
6412 Dumont (prkstrp)	- "
430 E. Jefferson (alley)	- "
2205 Redwood	- "
909 E. Belmont	- "
806 E. Berry (alley)	- "
2530 Carton Ct.	- "
2827 Castle Dr.	- "
3117 Glencairn	- "
2508 Hazelwood	- "
2611 Kensington	- "
1717 Roy	- "
3405 Shoaff Pk. Riv. Dr.	- "
5606 Standish	- "
2112 Warsaw	- "
1238 Wefel	- "
2220 Wells (alley)	- "
805 Wolverton Dr.	- "

6. AWARD CONTRACT:

Improvement Resolution No. 5799-1978 for improving Ardmore Avenue and Engle Road Intersection by widening the approaches to the intersection nine feet for an overall width of 33 feet. The pavement will be widened with asphalt, one foot to 1.33 feet deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection.

Award contract to Wayne Asphalt at and for their bid in the amount of $24,237.50 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

7. AWARD CONTRACT:

Improvement Resolution No. 301-1978 for the installation of a liner to rehabilitate the force main in Paulding Road which, from its size and character, is intended to prevent any future ruptures in the existing force main. (PAULDING ROAD FORCE MAIN SLIP-LINING PROJECT).

Award contract to John Dehner, Inc. at and for their bid in the amount of $67,200 subject to councilmanic approval.

Ordered the Water Pollution Control Engineering Department to prepare contract and necessary documents.

8. Received Agreement by and between the City of Fort Wayne and Steininger Real Estate Investors '77 whereby City withdraws objections to location of building over storm sewer on Lots 2, 3 and 9 in Foxford's Addition to the City of Fort Wayne across Easements recorded as document numbers 77-027296, 77-027297 and 78-8201.

Approved. A true copy is incorporated herein.

Ordered Water Pollution Control Engineering Department to record original and return for our filing.

9. Received recommendation from Water Pollution Control Engineer and City Utilities' General Superintendent to amend Emergency Flood Resolution No. 65-289-7 to include construction of a standard manhole on the Old Fort project at cost of $3,000, said change resulting in a Change Order for Bercot, Inc. raising project cost from $54,300 to $57,300.	Approved amending Emergency Flood Resolution No. 65-289-7 and Change Order in the amount of $3,000 for Bercot, Inc. and ordered City Utilities' General Superintendent to seek additional reimbursement from FDA by amending DSR report. Ordered WPC Engineering Dept. to issue Purchase Order for the amount of $3,000 for Bercot, Inc.
10. Received Invoice #1 of Shambaugh & Son, Inc. in the amount of $10,260.00 prepared and approved by Martindale - Tourney - Gibson, for Mechanical Work for Fort Wayne Humane Shelter.	Approved and ordered paid from LPW - II.
11. Received Special Sewer Permit for Parliament Homes, Inc., prepared and approved by Water Pollution Control Engineering Department and Performance Bond of John Hartman Const. Company to construct sanitary sewer known as Cook Road - Springwood Addition Lots 1-9 Sanitary Sewers.	Approved and permit issued. Board Order No. 74-1978.
12. Received Special Sewer Permit for Mr. Houston, prepared and approved by Water Pollution Control Engineering Department and Performance Bond of T - G Excavating, Inc. to construct sanitary sewer known as Crescent Avenue Sanitary Sewer Extension.	Approved and permit issued. Board Order No. 75-78.
13. Received Special Sewer Permit for Gene B. Glick Company, Inc. prepared and approved by Water Pollution Control Engineering Department and Performance Bond of Gene B. Glick Company, Inc. to construct sanitary sewer known as Fairington Apartments of Fort Wayne.	Approved and permit issued. Board Order No. 76-1978.
14. Received Special Sewer Permit for Steininger Real Estate Investors '77 prepared and approved by Water Pollution Control Engineering Department and Performance Bond of Nobis Construction Company, Inc. for constructing sanitary sewer known as U.S. 24 West - Arbys Sewer Project.	Approved and permit issued. Board Order No. 77-78.
15. Received additional information from Street Engineer concerning Driveway Permit at 3617 N. Clinton.	Rescinded permit which was approved on May 15, 1978.

16. Received Change Order No. G-2 of Weigand Construction Company, Inc., prepared and approved by Martindale, Tourney, Gibson, Inc. as follows:

Culvert pipe sump, removal and backfill ----------$ 1950.00 ea.
Manned electric pump per 24 hour day ----------$ 50.00 ea.
Electrical hook up for the pumps ----------$ 58.00 ea.
No. 14-2 aggregate backfilled to bottom of footings ----------$ 7632.00 total

NOTE : Total completed cost shall not exceed $12,648.00

Change Order G-2 is covered by Humane Shelter - EDA 06-51-26280.

Approved.

Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 a.m.

17. Received quotation from the Purchasing Agent for the proposed purchase of one (1) 1978 Van for Technical Services Department:

ALLEN COUNTY MOTORS, INC. --------- $6,561.78

Through the recommendation of the Purchasing Agent the bid of Allen County Motors, Inc. was accepted under Purchase Order No. 0012, dated May 30, 1978, in the amount of $6,561.78 for one 1978 Van (Ford Econoline).

Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

18. Received quotations from the Purchasing Agent for the proposed purchase of one trackmobile with defroster fan and heater for the Three Rivers Filtration Plant:

STOCKBERGER	---	$58,095.00
PETTIBONE	---	65,000.00
C. H. ELLIS	---	47,950.00
HITE EQUIPMENT	---	46,126.00

Through the recommendation of the Purchasing Agent the bid of C. H. Ellis Corporation was accepted under Purchase Order 0051, dated May 26, 1978, in the amount of $47,950.00.

Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

19. Received Blanket Purchase Orders for Office Supplies for Office Services Department for the period of July 1, 1978 to July 1, 1979 as follows:

BUSINESS EQUIPMENT ------	P.O. B-0015	---	$1,699.88 est.
SHREX OF FORT WAYNE	P.O. B-0013	---	$2,109.42 est.
DOUBLEDAY BROTHERS	P.O. B-0014	---	$7,080.59 est.
TOTAL ESTIMATED VALUE:			$10,889.89

Approved.

Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

20. Received quotation from Purchasing Agent for the proposed purchase of material for the Water Maintenance & Service Department:

V. R. MYERS PUMP ---------- $6,640.00

Accepted under Purchase Order No. 0004, dated May 22, 1978, for V. R. Myers Pump in the amount of $6,640.00.

Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

21. Received Agreement for Sewer Extension between Kenneth Niemeyer, Real Estate & Development, Inc. and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer in area of Branning Hills Addition, Section I.	Approved. Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.
22. Received Invoice No. 5 of T & F Construction Corporation in the amount of $184,916.51, prepared and approved by the Street Lighting Engineering Department, covering work on Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signals.	Approved and ordered amount of $184,916.51 paid to T & F Const. Corp. by the City Controller. Also ordered T & F Const. Corp. Escrow account at Indiana Bank & Trust Company paid the amount of $20,546.27. Payments are to be made from the LPW II Fund.
23. RESOLUTION NO. 66-35-23 WHEREAS, City of Fort Wayne Board of Public Works has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public streets and alley in Allen County, Indiana, to-wit: 1. Sherman Street from the north property line of Van Buren Street to the south property line of New York Central (Penn Central) Railroad R/W. 2. Burgess Street from the east property line of Sherman Blvd., to the west property line of Sherman Street. 3. The first alley north of Burgess Street from the east property line of Sherman Blvd., to the west property line of Sherman Street, all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3, of Chapter 385 of the Acts of 1963 of the General Assembly of the State of Indiana, Indiana Code Section 18-7-5-46.	Approved.
24. Received invoice of L. W. Dailey, Inc. in the amount of $6,585.00, prepared and approved by the Street Engineering Department, covered by Resolution No. 5786-1977 - 2305, 2207 and 2215 Springfield Avenue.	Approved and ordered paid from MVH Encumbered under Purchase Order No. 03883.
25. RESOLUTION No. 66-35-25 WHEREAS, the Northside Finance Corporation, an Indiana Corporation, have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of a portion of a subdivision and a portion of a street located in Fort Wayne, Allen County, Indiana, to-wit: Lots, 5, 8, 12 and 13, Woodlawn Park, an Addition to the City of Fort Wayne. Scotswolde Drive lying West of the East line of Lots 5 and 12 in Woodlawn Park, an Addition to the City of Fort Wayne. WHEREAS, said vacation of a portion of a subdivision and a portion of a dedicated street has been submitted to and approved by the following departments of the City of Fort Wayne: Street	Approved.

Engineering, Traffic Engineering, Water Pollution Control Engineering, Water Engineering, Park Board, Electrical Engineering and through Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of a portion of a subdivision and a portion of a dedicated street hereinbefore described conforms to the general policy and pattern of developemnt set out in the Master Plan of the City of Fort Wayne, Indiana.

26. Received Agreement between Puritan Utilities, Inc. and Inbalco, Inc. and City of Fort Wayne whereby Utilities transferred to City water mains located on Getz Road from Covington Road, northward; Wilkie Drive from Getz Road to Upper Huntington Road; Lois Lane from Getz Road to eastern terminus; and Upper Huntington Road from Covington Road, northeasterly and to delete from its Certificate of Territorial Authority certain area in Southeast 1/4 of Section 7, Township 30 North, Range 12 East (Wayne Township) in Allen County.

Approved. A true copy is incorporated herein.

Ordered Utilities to effect transition.

27. Received Commissioners' Deed whereby the Board of Commissioners of Allen County, Indiana, conveyed to the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, the following described real estate:

A true copy is incorporated herein.

The East 1/2 of LOT 220, Lewis Addition to the City of Fort Wayne, Indiana. (commonly known as 443 E. Masterson, Ft. Wayne, Indiana).

Lot 223, Lewis Addition to the City of Fort Wayne, Indiana (commonly known as 501 E. Masterson, Fort Wayne, Indiana).

The West 1/2 of Lot 229, Lewis Addition to the Ciuy of Fort Wayne, Indiana. (commonly known as 537 E. Masterson, Ft. Wayne, Indiana).

Lot 229, except the West 30', Lewis Addition to the City of Fort Wayne, Indiana (commonly known as 541 E. Masterson, Ft. Wayne, Indiana).

The south 1/2 of Lot 203, Lewis Addition to the City of Fort Wayne, Indiana (commonly known as 1812 and 1814 Clay Street, Ft. Wayne, Indiana).

Lot 198, Lewis Addition to the City of Fort Wayne, Indiana. (Commonly known as 526 and 528 E. Wallace, Fort Wayne, Indiana).

Lot 42, Out Lot 11 Fletcher's Addition to the City of Fort Wayne, Indiana (commonly known as 1439 South Anthony Blvd., Fort Wayne, Indiana).

28. Received Affidavit and Assignment whereby M. Joyce Schlatter (Poag Custom Homes, Inc.) assigns to the City of Fort Wayne, Indiana, any and all rights she owns and possesses to the use of the tap-ins of the Paulding Lift Station of the City of Fort Wayne.

A true copy is incorporated herein.

Ordered sent to the Water Pollution Control Engineering Department for recording.

29. Received Invoice No. 38 of Howard Needles Tammen & Bergendoff - Steeg Division in the amount of $877.81 for general engineering for Water Quality Control Project - Division I - Water Pollution Control Plant Additions - Federal Project No. C-180538-01.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

30. Received inspection report for Keystone Enterprises, prepared and approved by the Water Pollution Control Engineering Department, and Performance Bond of R.&A. Plumbing Co. to construct sanitary sewer known as Keystone Distribution Park - Extension #2. Completion Affidavit of R. & A Plumbing Company with Guaranty Bond in the amount of $10,480.00 is signed by American States Insurance Company.

Approved.

Ordered acceptance letter written.

31. Received inspection report from Water Engineering Department and Completion Affidavit of Nobis Construction, Inc. with Guaranty Bond in the amount of $14,000.00 signed by Fidelity and Deposit Company of Maryland for Getz Road Water Main - Contract #77-XP-1.

Approved.

Ordered acceptance letter written.

32. Received inspection report from Water Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $7,500.00 signed by American States Insurance Company for Newfield Water Main - Contract 7713.

Approved.

Ordered acceptance letter written.

33. Received inspection report from Water Engineering Department and Completion Affidavit of Nobis Construction Co., Inc. for North Washington Road Water Main - Water Contract #7706.

Approved.

Ordered acceptance letter written.

34. Received inspection report from Water Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $6,111.25 signed by American States Insurance Company for Shordan Estates III, Water Main No. 7714.

Approved.

Ordered acceptance letter written.

35. Received a request from Barr Street Market and L. S. Ayres - Special Events Department (Mary Owen), 201 E. Wayne, for permission to barricade Barr Street from Wayne north to alley and Barr Street from Wayne to Washington (intersection of Barr & Wayne open for thru traffic). Meters to be hooded on Barr between Berry and Washington on Friday, July 14, 1978 from 10:00 a.m. till 4:00 p.m.
PURPOSE: Street Fair Event for Three Rivers Festival.

Approved and permit issued.

36. Received a request from Irmscher & Sons (Larry Myers), P.O. 1078, for permission to barricade sidewalk in front of 2001 S. Calhoun (Irmscher Supplies) and hood two meters in front of building - at all times.
PURPOSE: Working on face of building.

Approved and permit issued.

37. Received a request from Cupples Products Division of H. H. Robertson Co., 2650 S. Hanley Rd., St. Louis, Mo., for permission to barricade the alley behind Ft. Wayne National Bank Building extending 20 feet west from building from Berry Street to north side of Bank Building (Temporary chain link fence will be put up) on Thursday, June 15, 1978 thru Wednesday, November 1, 1978 - at all times.
PURPOSE: Construction work being done on Ft. Wayne National Bank Building.

Approved and permit issued.

38. Received recommendation of R. Steven Hill, Director Community Development & Planning to accept low bid proposal of Stoody-Owens and Associates, Inc. in the amount of $650.00 to conduct land survey for West Central Community Center.

Accepted proposal of Stoody-Owens & Associates, Inc., in the amount of $650.00.

Requested Community Development & Planning to secure Purchase Order for the amount of $650.00.

Meeting adjourned at 11:50 a.m.

Henry P. Wehrley

Edward J. Palmer

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, June 5, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR
Ursula Miller

Received Minutes of meetings held on Wednesday, May 24, 1978 at 9 a.m. and Wednesday, May 31, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

1906 California Ave. ----- H. Powelson
6325 Dumont ---------- 5 Medals Corp.
6417 Dumont ---------- 5 Medals Corp.
6425 Dumont ---------- 5 Medals Corp.
6606 Dumont ---------- 5 Medals Corp.
6617 Durango ---------- 5 Medals Corp.
6212 Landover Place ------ 5 Medals Corp.
3203 Pavillion Court ----- A. D. Delagrange
3211 Pavillion Court ----- A. D. Delagrange

Approved and permit issued.

4. Received driveway applications:

1649 Cass St. ---------- Gene Kunberger
3307 Heritage Dr. ------ Colonial Homes
6312 Shell Dr. --------- T.J. Lebrato
3911 Monument Dr. ------ T J Lebrato

Approved and permit issued.

5. Received Agreement for Sewer Extension by and between Le Val D'or Development, Inc. and the City of Fort Wayne, Indiana, whereby developer desires to construct a sanitary sewer in Le Val D'or, Section I.

Approved. A true copy is incorporated herein.
Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

6. Received Invoice No. 6 of W. A. Sheets & Sons, Inc. in the amount of $41,171.40, prepared and approved by Cole - Matott, Architects, for restoration of Old City Hall - EDA -06-51-26917.

Approved and ordered City Controller to pay Invoice No. 6 of W. A. Sheets & Sons, Inc. in the amount of $41,171.40.

Also ordered $4,574.60 paid to the W. A. Sheets & Sons, Inc. Escrow Account at Indiana Bank & Trust Company.

7. Received quotation from the Purchasing Agent for proposed purchase of Information Retrieval and File Management Software Package for the City Utilities Data Processing Department:

   PANSOPHIC SYSTEMS INC. - "EASYTRIEVE"---$12,500.00

   Approved. Purchase Order No

   Ordered sent to the Common Co on Tuesday, June 13, 1978 at

8. Received quotations from the Purchasing Agent for the proposed purchase of one (1) Station Wagon and one (1) Van Type Truck for the Water Maintenance & Service Department:

   STATION WAGON: 1978 Ford Fairmont (1)

   ALLEN COUNTY MOTORS, INC. --- $4,699.50

   VAN TYPE TRUCK - Dual Rear Wheel (1)

   DEHAVEN CHEVROLET, INC. ----- $10,218.00

   Approved under Purchase Orders 0055 and 0056 respectively for and Van Truck.
   Ordered sent to the Common Co on Tuesday, June 13, 1978 at 8:00 p.m.

9. Received from the Purchasing Agent Purchase Order Correction of the Purchase Order No. 9936, dated April 26, 1978, for Bercot, Inc.as follows: OLD FORT SITE

   Revision to read:

   EMERGENCY REPAIR SEWER - $57,300.00

   Approved.

   Sent to Purchasing Department for distribution.

10. Received Purchase Order No. 0060, dated June 2, 1978, for Westinghouse Electric Corporation, in the amount of $8,050.00, for General Superintendent City Utilities for the following:

    Furnish Fault Current Relay and Coordination Study per H. P. Steeg specifications E-77-17 and Westinghouse Electric Corporation quotation.

    Approved.

    Ordered sent to the Common Council on Tuesday, June 13, 1978 at 8:00 p.m.

11. Received Building Encroachment Easement whereby the City of Fort Wayne agrees to allow CMK Enterprises to encroach upon City of Fort Wayne controlled property and provisions allowing the temporary continuance of same. (Corner Williams and Calhoun Streets).

    Approved and on file in the Board of Public Works.

12. Received a petition for the installation of sidewalks on Lawrence Avenue from Slataper Street to Pitt Street.

    Approved and ordered Street Engineering Department to investigate and report.

13. Received a request from Martin, Inc., P.O. 522, for permission to barricade the sidewalk around old VIM building at corner of Calhoun and Jefferson on Tuesday, June 6, 1978 from 9:00 a.m. to 12:00 Noon
PURPOSE: Remove canapy from building for city to install street lights.

Approved and permit issued.

14. Received a request from Roto Rooter, 3714 Lake Avenue, for permission to barricade the following areas on Tuesday, June 6 thru June 8, 1978 from 12:00 Noon then closed at all times:
1. Alley behind 1426 Winter
2. Alley behind 3206 S. Anthony
3. Alley behind 4218 Tacoma
PURPOSE: Repair alley cuts made for sewer repairs.

Approved and permit issued.

15. Received a request from Mary Ryan, 4429 Pembroke Lane for permission to barricade Pembroke Lane from Indiana to Westover on Friday, June 9, 1978 from 5:00 p.m. till 10:00 p.m.
PURPOSE: Block Party.

Approved and permit issued.

16. Received a request from Cupples Products Division of H. H. Robertson Co., 2650 S. Hanley Rd., St. Louis, Mo., for permission to barricade portion of sidewalk on west side of Calhoun Street from Berry north in fornt of Ft. Wayne National Bank Building on Monday, July 3, 1978 thru Monday, August 14, 1978 at all times.
PURPOSE: Placing pedestrian walkway on sidewalk for pedestrian protection during work on Bank Building.

Approved and permit issued.

17. Received a request from Three Rivers Festival (Bill Hausman) 2211 S. Calhoun Street, for permission to barricade Columbia Street (The Landing) between Harrison and Calhoun on Saturday, July 8, 1978 thru Sunday, July 16, 1978 from 6:00 a.m. thru 12:00 midnight.
PURPOSE: Three Rivers Festival Activities.

Approved and permit issued.

18. Received a request from Three Rivers Festival (Bill Hausman) 2211 S. Calhoun, for permission to barricade the East and West entrances of City County Building Parking Lot Plaza on Saturday, July 8, 1978 thru Sunday, July 16, 1978 from 6:00 p.m. till midnight each day.
PURPOSE: Bandstand and Concerts.

Approved and permit issued.

19. Received a request from Wendy's of Fort Wayne (% Bill Hausman) 2211 S. Calhoun, for permission to barricade Berry Street from Calhoun to Harrison on Saturday, July 8, 1978 (rain date: Sat., July 15, 1978) from 1:00 p.m. till 5:00 p.m.
PURPOSE: Skate Board Contest - Three Rivers Festival.

Approved and permit issued.

20. Received a request from Three Rivers Festival (Bill Hausman) 2211 S. Calhoun Street for permission to barricade the following streets on Sunday, July 9, 1978 from 10:00 a.m. till 10:00 p.m.:
    1. Main Street from Clinton to Harrison.
    2. Calhoun Street from Berry to Columbia.
    3. Court Street from Berry to Main.

    PURPOSE: Three Rivers Festival Tractor Pull.

    Approved and permit issued.

21. Received a request from Three Rivers Festival (Bill Hausman), 2211 S. Calhoun Street, for permission to barricade Calhoun Street from Main to Superior on Wednesday, July 12, 1978 from 9:00 a.m. till 12:00 midnight.
    PURPOSE: Three Rivers Festival "Childrens' Day.

    Approved and permit issued.

22. Received a request from Mizpah Temple (% Bill Hausman) 2211 S. Calhoun, for permission to hold a parade on Friday, July 14, 1978 from 8:45 p.m. till 9:45 p.m. Route to be traveled: Wayne east to Calhoun, north on Calhoun to Main, west on Main to Fairfield. Approximate Number of persons: 250; Animals, 50; and vehicles, 75.
    PURPOSE: Three Rivers Festival.

    Approved and permit issued.

23. Received a request from Park Department-WMEE Radio - McDonalds (% Bill Hausman) 2211 S. Calhoun, for permission to barricade the following streets on Thursday, July 13, 1978 from 5:15 p.m. till 9:00 p.m.

    1. Main from Harrison to Clinton.
    2. Harrison from Main to Superior.
    3. Calhoun from Berry to Superior.
    4. Court Street from Berry to Main.
    5. Pearl at Webster.

    PURPOSE: Three Rivers Festival Bed Race.

    Approved and permit issued.

24. Received a request from Daniel Sorg, 1334 W. Foster Parkway, for permission to barricade West Foster Parkway from Old Mill to Kimmel on Saturday, July 15, 1978 from 12:00 noon till 10:00 p.m.
    PURPOSE: Block Party.

    Approved and permit issued.

Meeting adjourned at 10:45 a.m.

Henry P. Wehrenberg

Edward W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, June 7, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of meeting held on
Monday, June 5, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permits issued.

No. side High St. from
Sherman to Barthold -------- N. G. Gilbert
535 E. Lewis --------------------- Henderson Const.
7029 Ordway --------------------- Star - Homes

4. Received driveway applications:

Approved and permits issued.

7011 Ordway Dr. ---------------- Burlington Homes
7012 Morning Knoll Dr. -------- Burlington Homes

5. Received street cut applications:

Approved and permits issued.

1338 E. Berry ----------NIPSCO
922 Burgess - "
1820 Chantada Lane (prkstrp)-City Util.
N.W. cor. Dewald & Calhoun -NIPSCO
105 & 115 W. Dewald - "
530 Elnora Dr. - "
2517 Euclid - "
Fricke at No. Side H.S. Entr-City Util.
1934 Ida - "
430 E. Leith -NIPSCO
1430 E. Lewis (alley) - "
1407 Lofton Way - "
5721 Millford Ct. - "
5717 Millford Ct. - "
2727 Radcliff -Shoda Enterprise
2205 Redwood -NIPSCO
916 Russel - "
Sherman and Spring -City Util.
321 W. State /Wells - "
128 E. Williams -NIPSCO
Winter & Pettit -City Util.

4502 Atwood	- NIPSCO
2808 Cambridge (prkstrp)	- "
3124 Hanna (alley)	- "
3328 Hanna (alley)	- "
729 E. Jefferson (alley)	- "
2203 Redwood	- "
2802 Stanford	- "
1414 Swinney	- "

6. RECEIVE BIDS:

Sidewalk Improvement Resolution No. 5800-1978 for the construction of sidewalk and curb on Hayden Street (1436 S. Anthony Blvd.) from the west curb line of South Anthony Boulevard to the first alley west thereof to a width of five feet.

Referred to the Street Engineering Department for tabulation and return.

Award contract on Monday, June 12, 1978 at 9:00 a.m.

CARRINGTON & ASSOCIATES ----- $5,472.10.

7. Received plat of Newberry, Section I, submitted and approved by the City Plan Commission.

Approved.

8. Received plat of Bridlewood, Section III submitted and approved by the City Plan Commission.

Approved.

9. Received plat of Wheatridge, Section I, submitted and approved by the City Plan Commission.

Approved.

10. Received plat of Shannonside, Section I submitted and approved by the City Plan Commission.

Approved.

11. Received plat of Windswept, Section II, submitted and approved by the City Plan Commission.

Approved.

12. Received Sidewalk Improvement Resolution No. 5801-1978, final plans, estimate and specifications, prepared by the Street Engineering Department for improving and repair of curbs, sidewalks and catch basins in an area bounded by Oak Street on the north, Lewis Street on the south, Division Street on the east and Ohio Street on the west; also known as the East Central Community Association Impact Area N.P.I. Phase III. (CITY PAID)

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Contractors June 10 and 17, 1978.

Receive bids Wednesday, June 21, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

13. Received invoice No. 5 of Shambaugh & Son, Inc. in the amount of $17,730.00 prepared and approved by Cole-Mattot, Architects, for Electrical Construction on restoration of Old City Hall.

Approved and ordered City Controller to pay invoice from LPW II.

14. Received Sidewalk Improvement Resolution No. 5802-1978, final plans, estimate and specifications, prepared by the Street Engineering Department for improving by construction of sidewalk and curb on Boone Street from Watkins Street to Cherry Street; Growth Street on west side only from 80' north of Morrison to 335' north of Morrison; Wheeler Street south side only from Runnion Avenue to western terminus; Mary Street from Runnion Avenue to western terminus; Davis Street east side only; Mary Street to Link Street; Osage Street, Main Street to alley north of Boone Street. (Nebraska Area Phase III). (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors, June 10 and 17, 1978. Receive bids on Wednesday, June 21, 1978 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
15. Received Improvement Resolution No. 5803-78, final plans, estimate and specifications, prepared by the Street Engineering Department for improving concrete pavement adjacent to and fronting property - 3704 and 3710 Vance Avenue by draining, curbing, grading and paving the roadway to a uniform width of 27 feet including curbs, 8" concrete pavement. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors, June 10 and 17, 1978. Receive bids on Wednesday, June 21, 1978 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
16. Received a petition with waiver for the construction of sidewalks and curbs at 2521 and 2525 Maple Place (Maple Place cul-de-sac).	Ordered the Street Engineering Department to investigate and report. Board Order No. 81-1978.
17. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Curb Resolution No. 5788-1977 - Lake Avenue.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise, Notice of Assessment, June 16 and 17, 1978. Hearing on Confirmation of Assessment Roll Thursday, July 6, 1978 at 3:30 p.m. Notices to be mailed June 17, 1978.
18. Received Partial Payment Estimate No. 8 of John Dehner, Inc. in the amount of $50,152.43 prepared and approved by the Water Pollution Control Engineering for Sewer Resolution No. 290-77 - North Maumee Interceptor, Section I - Water Quality Control Project C-180839 for the period of March 31, 1978 to May 31, 1978.	Approved invoice No. 8 of John Dehner, Inc. in the amount of $50,152.43 paid by City Utilities from the Water Pollution Control Utility Fund. Also, ordered retainage in the amount of $5,572.50 paid by City Utilities to John Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.
18A. Received Estimate No. 5 of John Dehner, Inc. in the amount of $31,933.17 for Sewer Resolution No. 290-77 - North Maumee Interceptor, Section II - for period of Dec. 31, 1977 to May 31, 1978.	Approved invoice and ordered City Utilities to pay from the Water Pollution Control Utility Fund. Also pay retainage in the amount of $3,548.13 to John Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.

19. Received inspection report from the Water Pollution Control Engineering Departemnt and Completion Affidavit of North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $23,116.87 signed by American States Insurance Company for Hillsboro, Section I Sanitary Sewer - ON-SITE portion.

Approved.

Ordered acceptance letter written.

20. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $14,383.12 signed by American States Insurance Company for Concord Hills, Section I Sanitary Sewer - ON - SITE Only.

Approved.

Ordered acceptance letter written.

21. Pursuant to Emergency Flood Resolution No. 66-16-15 Board of Public Works had ordered Street Engineering Department to take invitational bids a second time. Bids were requested from Rieth-Riley Construction Co., Wayne Asphalt Company, Hipskind Asphalt Corp., Brooks Construction Co., Summit City Wrecking and Dailey Asphalt Company.

Bids received:

RIETH-RILEY ---------- $52,425.00
SUMMIT CITY WRECKING -----$118,050.00

Ordered City Utilities to issue Purchase Order to Rieth-Riley for their low bid of $52,425.00.

Ordered City Utilities' General Superintendent to seek reimbursement for FDAA.

22. Received Invoice No 7 (REVISED) of H.N.T. & B. - H. B. Steeg & Associates, in the amount of $400.12 for professional Engineering Services performed in connection with Article 1B - Operator Training - of our Agreement for Engineering Services dated April 15, 1975. Billing in accordance with Article 2. Services rendered for the period of July 21, 1977 through August 19, 1977.

Approved and ordered City Utilities to pay invoice in the amount of $400.12 from Water Pollution Control Utility Fund.

23. EMERGENCY RESOLUTION NO. 66-46-23

WHEREAS, the east bound lane of pavement has blown-up on St. Joe Center Road between Clinton Street and St. Joe Road, and

WHEREAS, this creates a traffic hazard and must be repaired immediately:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists and orders Street Engineering to take invitational bids to make said repairs immediately.

Approved this 7 day of June, 1978.

Meeting adjourned at 10:40 a.m.

Henry P. Wetherby
Ethel W. LaMar
Mary A. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Thursday, June 8, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sidewalk Improvement Resolution No. 5795-1978 for improving the sidewalk and driveway approach on Rivermet Avenue - fronting lot #426 - exc. w. 39 ft. - Lakeside Park Addition - 1203 Crescent Avenue.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare final Assessment Roll.

2. Pursuant to Emergency Resolution No. 66-46-23 Street Engineering requested bids from Brooks Construction Company, Dailey Asphalt Co., John Dehner Inc. and Hipskind Asphalt Corporation.

Received bids:

BROOKS ---------- $6,380.00
DAILEY ---------- $8,833.00
DEHNER ---------- $9,072.50
HIPSKIND ---------- $7,750.00

Ordered Purchase Order issued from MVH Special District Fund to Brooks Construction Company in the amount of $6,380.00.

(For: Blow-up of pavement on St. Joe Center Road between Clinton St. and St. Joe Road.)

3. Permission was granted to Charles Pratt, Project Neat CD & P, Room 800 - City-County Building, for permission to use property at 1823 Monroe Street solely for clean-up campaign for the period beginning on June 7, 1978 and ending on October 31, 1978.

Approved and permit issued.

4. A request was received from Lincoln National Life INsurance Company, Conference & Travel Services Dept., (% Wayne Waters) for permission to hood meters #1303 thru 1313 on east side of Harrision Street in front of Lincoln Life Building on Thursday, June 8, 1978 at all times.
PURPOSE: Parking buses for visitors for special event at Lincoln Life.

Approved and permit issued.

5. Received a request from Martin, Inc., P.O. Box 522, for permission to barricade parking lane on north side of 200 block of Pearl Street (also six meters to be hooded on north side) on Friday, June 9, 1978 thru Friday, July 7, 1978 (30 days) at all times.
PURPOSE: Demolition of old Mossman-Yarnell building.

Approved and permit issued.

6. Received a request from Moellering Const. Company, 3400 Engle Road, for permission to barricade Taylor Street at Norfolk & Western Railroad tracks on Wednesday, June 14, 1978 for approximately three weeks (must be open for 4th of July weekend) beginning at 9:00 a.m. and closed at all times.
PURPOSE: Repair railroad crossing.

Approved and permit issued.

7. Received a request from Kingston Park Association % James O'Neill, 1921 Mathias, for permission to barricade cul-de-sac at intersection of Mathias and Charter on Saturday, June 10, 1978 from 12:00 Noon till 8:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

Meeting adjourned at 10:25 a.m.

Henry P. Wehrenberg

Ethel W. LaMar

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, June 12, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of meetings held on
Wednesday, June 7, 1978 at 9 a.m. and
Thursday, June 8, 1978 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permit issued.

1906 California Ave. ---------- Harold Powelson
6212 Goodfellow ---------- Stylemaster Mfg.
327 Ley Road ---------- Rieth-Riley
3203 Pavillion Ct. ---------- A. D. Delagrange
3211 Pavillion Ct. ---------- A. D. Delagrange

4. Received private sidewalk applications:

Approved and permit issued.

2502 Broadway ----------Paul Durnell
N/W Cor. Cabot & Rosecommon --- Emil P. Holliday
1607 Dodge Ave - in alley E. of--- E. P. Holliday
6107 Highgate ----------Benchmark Homes
2111 McKee ----------Newport Remodeling

5. Received street cut applications:

Approved and permit issued.

7102 S. Anthony (parkstrip) - City Util.
8020 S. Anthnoy (driveway) - "
1338 E. Berry (sdw) - "
426 E. Berry (sdw) - NIPSCO
1715 Brown - "
E. driving lane of S. Calhoun at Lenox - Gen. Tel.
4909 Chaucer (prkstrp) - City Util.
S. Coliseum & McCormick (sdw) - "
311 E. Creighton - NIPSCO
427 E. Creighton - "
703 E. Creighton - "
1606 E. Creighton - "
1102 E. Creighton /Smith - "
133 W. Dewald - "
6505 Durango Dr. (prkstrp) - City Util.
2540 Eastbrook Dr. - Nipsco
Inland Trail, Larchwood Run and Frenchman's Crossing - "
430 E. Jefferson - "
1508 Kensington (prkstrp) - "

5729 Lancashire Ct----------	NIPSCO
106 W. Leith	- "
1405 W. Main	- City Util.
2108 Morris	- NIPSCO
2132 Production Rd.	- D & P Plumb.
2240 Reynolds	- City Util.
1414 Swinney (st.)	- NIPSCO
4420 N. Washington Rd. (prkstrp)	- Tim Evans
1017 W. Wildwood (prkstrp) from N. to S. right-of-way of Winterset Rd. ----------	- City Util. Gen. Tel.
4507 Atwood	- NIPSCO
236 W. Wayne	- "

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Sidewalk and Curb Improvement Resolution No. 5800-1978 for 1436 So. Anthony Boulevard - (Hayden Street).

Award contract to Carrington & Associates at and for their bid in the amount of $5,472.10 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

7. Received Final Assessment Roll prepared by the Street Engineering Department for Improvement Resolution No. 5795-1978 for improving sidewalk and driveway approach on Rivermet Avenue - fronting lot #426 - exec. W. 39 ft. - Lakeside Park Addition (1203 Crescent Avenue).

CONFIRMED and ordered sent to the Department of Finance.

8. Received a request from Three Rivers Festival (Bill Hausman) 2211 S. Calhoun, for permission to barricade the following on Sunday, July 16, 1978 from 8:00 p.m. till 10:00 p.m.
1. Calhoun from Wayne to Columbia
2. Harrison from Wayne to Columbia
3. Main from Clinton to Webster
4. Berry from Clinton to Webster

PURPOSE: Three Rivers Festival "Fireworks".

Approved and permit issued.

9. Received a request from TV-33 - Three Rivers Festival (% Bill Hausman) 2211 S. Calhoun, for permission to hold a parade on Sunday, July 16, 1978 from 6:30 a.m. till 12:00 Noon. Route to be followed: Coliseum Parking Lot; south on Parnell to St. Joe to Main to Calhoun; south on Calhoun to Tillman to Fairfield thru Foster Park to Old Mill Road south to Old Farm Circle to South Wayne north to Pasadena; return to Coliseum Parking Lot by same route.
PURPOSE: 3-Rivers Marathon Runners.

Approved and permit issued.

10. Received a request from Creighton Home Neighborhood Association, 845 W. Creighton Avenue, for permission to barricade Miner Street from W. Creighton to Huestis Avenue on Saturday, July 22, 1978 from 8:00 a.m. till 8:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

11. Received a request from House of Pines, 3426 L. Huntington Road, for permission to barricade downtown streets on Friday, Saturday and Sunday, June 16 and 17 and 18, 1978 from 9:00 p.m. till 6:00 a.m. each day.
PURPOSE: Hang Three Rivers Festival Signs.

Approved and permit issued.

12. Received a request from American Diabetes Association, 222 S. Downey Ave., Suite 3200, Indianapolis, Indiana, for permission to hold a parade on Sunday, October 1, 1978 (Rain Date: Sunday, October 8, 1978) starting at 9:00 a.m. till 5:00 p.m. per sketch - Starting and terminating at urger Chef on Bluffton Road.
PURPOSE: Fund Raising Bike-a-thon.

Approved and permit issued.

13. Received Sewer Extension Agreement between City of Fort Wayne and Nelson R. Minnick for the construction of a sanitary sewer described as follows: Beginning at an existing Manhole #72 (Resolution No. 273 St. Joe Interceptor Sewer); thence Northeasterly 345 feet to Southwest corner of a certain 2.11 acre tract in the southeast corner of the southwest quarter of the Northwest quarter of Section 32, Township 32 North, Range 12 East, in Perry Township; thence northerly along the west line of said 2.11 acre tract, a distance of 200 feet to the point of termination.

Approved and ordered sent to the Common Council on Tuesday, June 27, 1978 at 8:00 p.m.

14. Received Stipulation of Settlement from City Attorney William Salin in the matter of Diversified Utilities, Inc., Utility Development Corporation, and its subsidiaries: Clearwater Utilities, Inc. and Sewage Utilities of Indiana, Inc.,

Debtors,

John N. Pichon, Jr., Trustee in Reorganization of Utility Development Corporation, and its subsidiaries: Clearwater Utilities, Inc., and Sewage Utilities of Indiana, Inc., Diversified Utilities, Inc., an Indiana corporation,

Plaintiffs,

Century 21 Investments, Inc., Heritage Lands, Inc., Inbalco Inc., McAbee Homes, Inc., Palmer Development Co., Inc., and Countryside Builders, Inc.,

Plaintiff Intervenors,

v.

City of Fort Wayne and its Board of Public Works,

in the United States District Court for the Northern District of Indiana, Fort Wayne Division.

No. 8432
8435

whereby Plaintiff dismisses Injunction Proceedings and City dismisses appeal from Order of Judge dated June 7, 1977 and providing for termination of service to those designated in red on Exhibit "A" on December 1, 1979, those designated in blue on December 1, 1978, those designated in green on June 1, 1978 and for separation of interconnections.

A true copy is incorporated herein.

15. Received Invoice #3 of Rieth-Riley Construction Company, Inc. in the amount of $49,866.47 prepared and approved by the Street Engineering Department covered by Resolution No. 5767-1977 - Clinton Street from Barr Street to Superior Street.

Approved.

Ordered invoice sent to Indiana State Highway Commission, attention of Mr. Gene Hallock, Chief Highway Engineer, Room 1101, State Office Bldg., Indianapolis, Indiana, 46204, as per agreement.

16. Received three invoices from Brooks Construction Company, Inc. in the amounts respectively of $3,708.00, $24,446.40 and $5,251.60 (total - $33,406.00) prepared and approved by Street Engineering Department covering pothole patching under Emergency Resolution No. 65-281-19.

Approved and ordered paid out of MVH - Special Distribution Fund.

17. Received invoice from Hipskind Asphalt Corp. in the amount of $29,591.00 prepared and approved by the Street Engineering Department covering pothole patching under Emergency Resolution No. 65-281-19.

Approved and ordered paid out of MVH Fund - Special Distribution Fund.

18. Received two invoices from Dailey Asphalt Products Company in the amounts of $864.00 and $23,003.20 (total - $23,867.20) prepared and approved by the Street Engineering Department covering pothole patching under Emergency Resolution No. 65-281-19.

Approved and ordered paid out of MH - Special Distribution Fund.

19. Received invoice #1 of Hipskind Asphalt Corporation in the amount of $10,412.00 prepared and approved by the Street Engineering Department covering work on Resolution No. 5770-1977 - Sidewalk and curb on St. Joe Boulevard - Forest to State.

Approved and ordered paid from MVH Encumbered #280881-999 P.O. 03879.

20. Received invoice #5 of Dailey Asphalt Products Co. in the amount of $7,238.45 (RETAINAGE) prepared and approved by Street Engineering Department covering work on Resoltuion NO. 5747-76 - Old Fort Parking Lot.

Approved and ordered paid from encumbered funds #34-413-200.

21. Received Invoice #2 of Cole-Matott, Architects/Planners, for architectural services for renovation of Old City Hall, EDA Project No. 06-51-26917, in the amount of $8,654.20 for services from Dec. 30, 1977 thru May 25, 1978.

Approved and ordered paid out of LPW II - 35-351-001.

22. Received Invoice #17 of Grinsfelder-McArdle Associates, Inc. in the amount of $148.71 for fee for architectural services rendered May 1, 1978 through May 31, 1978 for landscaping inspection for Senior Citizen Center. West Main Street.

Approved and ordered paid from Revenue Sharing Account 34-409-200.

23. Received invoice #2 of Service Electric of Allen County, Inc. in the amount of $4,887.79 covered by Resolution No. 5782-1977 - Street Department Storage Garage - for electrical installation.

Approved and ordered paid out of Cumulative Capital #45-661-711.

24. Pursuant to controller receiving check from Treasurer of Allen County in the amount of $328,480, Board releases Warranty Deed executed by Mayor Armstrong on April 14, 1978 to Board of Allen County Commissioners for:

Lot Numbered 6 Eliza Hanna, Sr's. Sub-division to

Warranty Deed issued to Board of Commissioners of Allen County, Indiana.

the City of Fort Wayne, except the North 325 feet thereof, according to the Plat thereof recorded in Deed Record 60, Pages 260 and 261 in the Office of the Recorder of Allen County, Indiana,

and

Lots 579, 580, 581 and 583 in Hanna's Addition to the Town (now City) of Fort Wayne and vacated Duck Street lying north of and adjacent to the aforementioned lots vacated by Declaratory Resolution No. 797.

Notarized April 14, 1978.
Dated June 12, 1978.

25. Pursuant to rejection of bids received by the Board on Wednesday, March 22, 1978, due to bids exceeding engineering estimate, the Board now readvertises for new bids on Sidewalk Improvement Resolution No. 5796-77 for "THE LANDING" for sidewalk, curbs, street lighting, storm drainage and resurfacing of Columbia Street.

Advertise, Notice to Contractors, June 17 and June 24, 1978.

Receive bids on Wednesday, June 28, 1978 at 9:00 a.m.

26. Received Invitational Bid from Street Engineering Department for improving the following:

3731 Inwood (curb)
3721 Inwood (curb)
N.W. cor. Capitol & Oliver (partial restoration)
2316 Barnhart (curb).
3314 Queen St. (alley approach.

CARRINGTON & ASSOCIATES -------- $2,041.65

Ordered purchase order sent to Carrington & Associates in the amount of $2,041.65.

Meeting adjourned at 10:50 a.m.

Henry P. Hebenstreit

Edward W. Lahman

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Brenda Miller

Secretary and Clerk

Wednesday, June 14, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LAMAR, M. G SCOTT
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permit issued.

6325 Dumont Dr.	Kirk Scheeler
6417 Dumont Dr.	Kirk Scheeler
6425 Dumont Dr.	Kirk Scheeler
6606 Dumont Dr.	Kirk Scheeler
6517 Durango Dr.	Kirk Scheeler
2621 Edsall	Wayne Cooley
6107 Highgate Pl.	Benchmark Homes
2403 Hillock Ct.	R. D. Witmer
6212 Landover Pl.	Kirk Scheeler
5774 Millford Ct.	Albrecht Const.
7029 Ordway Dr.	Star - Homes
2214 Sherman	Donald J. Molargik
2612 Stinson	V. T. Tabron
6720 Winchester Rd.	Bunt Construction

4. Received street cut applications: — Approved and permit issued.

2330 S. Anthony (alley) -	NIPSCO
2344 S. Anthony (alley) -	"
2529 - 2531 S. Anthony -	"
2616 S. Anthony -	"
2620 S. Anthony -	"
4502 Atwood -	"
4505 Atwood (st.) -	"
607 Brackenridge (alley)-	"
619 Brackenridge -	"
934 Burgess -	"
1702 - 1704 S. Calhoun -	"
2028 S. Calhoun -	"
2808 S. Calhoun -	"
2808 Cambridge -	"
Colerick / 2946 Bowser -	"
845 E. Creighton -	"
1110 - 1116 E. Creighton-	"
217 W. Dewald -	"
537 E. Douglas (alley) -	"
128 W. Douglas (alley) -	"
629 E. Douglas (alley) -	"
502 E. Douglas (alley) -	"

312 W. Douglas (alley)	-NIPSCO
412 Eckart	- "
1624 Fletcher	- "
400' along Goodgellow Dr.	- "
3124 S. Hanna (alley)	- "
3228 S. Hanna (alley)	- "
6026 Highgate Pl and 6103 and 6107 Highgate Pl.	- "
822 E. Jefferson (alley)	- "
5721 Lancashire Ct.	- "
1607 Lofton Way	- "
5304 McClellan	- "
1811, 1817 & 1823 Papermill Crossing	- "
Poplar / 421 W. Butler	- "
2203 Redwood	- "
St. Joe River Dr., Parnell, Oswego & Somerset	- "
Intersect. Sandra Lee Lane & Win.	- John Hartman
2802 Stanford	- "
In front of 326, 342, 307, 311, 315, 319, 329, 331 and 335 E. State	- "
4009 E. State	- NIPSCO
Wallace, E/Calhoun	- City Util
2317 Warsaw	- NIPSCO
633 W. Wayne (st.)	- "
238 E. Williams	- "

5. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water - $2,145.22 and sewer - $1,665.37 (total - $3,810.59).

Approved.

6. Received Special Sewer Permit for General Telephone Credit Union Building, prepared and approved by the Water Pollution Control Engineering Department, for the construction of a sanitary sewer known as Off-site sanitary sewer for Parnell Office Park - General Telephone Credit Union Building. A 25% Maintenance Bond shall be furnished at the time the contractor files his Completion Affidavit.

Approved and Special Sewer Permit issued.

7. Received a petition for the installation of curbing and sidewalk on St. Joe Boulevard from 1038 to 1030 .

Approved and ordered the Street Engineering Department to investigate and report.

8. Received Invoice No. 4 of Wayne Asphalt and Construction Company, Inc. in the amount of $2,406.00 (RETAINAGE) prepared and approved by Street Engineering Department, covering resurfacing 1976 Third District - Resolution No. 5727-1976.

Approved and ordered paid out of Revenue Sharing Account NO. 34-423-200.

9. Received inspection report from the Water Engineering Department and Completion Affidavit of John Dehner, Inc. with Guaranty Bond in the amount of $10,462.31 signed by United States Fidelity and Guaranty Company for Contract 7719 - Centennial Industrial Park, Sec. II - Water Main.

Approved.

Ordered acceptance letter written.

10. Received inspection report from the Water Engineering Department and Completion Affidavit of Hartman Construction with Guaranty Bond in the amount of $5,683.00 (Michael W. Thomas - developer and contractor) signed by American States Insurance Company for Water Contract No. 7709 - Villas of the Marketplace.

Approved.

Ordered acceptance letter written.

11. Received invoice #28 (FINAL) of John Dehner, Inc. - Spears-Dehner, Inc. (joint venture) in the amount of $25,100.00 on Water Quality Control Project, Division III, Sludge Lagoons, Federal Project No. C-180538 01.

Said $25,000.00 is City's retainage in the Escrow Account at Lincoln National Bank which was ordered held from entry 65-235-19 dated February 15, 1978.

Approved.

Ordered Lincoln National Bank to release to John Dehner, Inc. - Spears-Dehner, Inc. (joint bidders) the amount of $25,000 plus accrued income less escrow fee.

Ordered City Utilities to pay the amount of $100 to John Dehner, Inc. - Spears-Dehner, Inc.

12. Received invoice No. 6 of A. Hattersley & Sons, Inc. in the amount of $17,442.00, prepared and approved by Cole-Matott, Architects-Planners, covering Mechanical Construction for Old City Hall Renovation. (EDA 06-51-26917)

Approved and ordered City Controller to pay invoice No. 6 of A. Hattersley & Sons, Inc. in the amount of $17,442.00.

Also, ordered $1,938.00 paid to the A. Hattersley & Sons, Inc.Escrow Account at Anthony Wayne Bank.

13.

RESOLUTION NO. 66-56-13

WHEREAS, the Board of Public Works of the City of Fort Wayne is the governing body of the Fort Wayne City Utilities; and

WHEREAS, there exists a Cash Reserve Fund in the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Utility is in need of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars:

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne hereby approves the loan of Seven Hundred Fifty Thousand and no/100 ($750,000) dollars from the Fort Wayne Water Pollution Control Utility to the Fort Wayne Water Utility for a period not to exceed 270 days at rate of 5% per annum.

Approved June 14, 1978. - A true copy is incorporated herein.

14.

PROMISSORY NOTE

For value received, one hundred eighty (180) days after date the undersigned Fort Wayne Water Utility promises to pay to the Fort Wayne Water Pollution Control Utility the sum of seven hundred fifty thousand ($750,000) dollars, with the interest at five (5%) per cent per annum until paid. Payable at the office of the Fort Wayne City Utilities, City-County Building, Fort Wayne, Indiana. Without relief from valuation or appraisement laws. With interest at 10% per annum and attorney fees if not paid when due.

Approved June 14, 1978. - A true copy is incorporated herein.

15. Received invoice #1 of Bercot, Inc. in the amount of $15,000 covering work on Purchase Order No. 9936, approved by the Water Pollution Control Engineering Department, for Emergency Repair of Sewer at Old Fort Site. (Emerg. Flood Res. 65-289-7)

Approved and ordered City Utilities to pay invoice #1 of Bercot, Inc.

16. Received invoice #1 of Bercot, Inc. in the amount of $50,000 covering work on Purchase Order No. 9921, approved by the Water Pollution Control Engineering Department, for Emergency Repair of Sewer at Sallie's Alley Site (rear of 1700 block of St. Joe Blvd.). (Emergency Flood Res. 65-289-7)

Approved and ordered City Utilities to pay invoice #1 of Bercot, Inc.

17. Received invoice of John Dehner, Inc. in the amount of $280.95 covered by Purchase Order No. 0035, approved by the Street Engineering Department, for emergency repairing of eroded area in levee on St. Joseph River levee along Northside Drive near intersection with Charlotte Avenue. (Emerg. Flood Res. 66-16-15)

Approved and ordered City Utilities to pay invoice. Payment is in full amount of purchase order.

18. Received invoice of John Dehner, Inc. in the amount of $620.70 covered by Purchase Order No. 0043, approved by the Street Engineering Department, for emergency repair of St. Joseph River permanent dike along Griswold Avenue. (Emerg. Flood Res. 66-16-15)

Approved and ordered City Utilities to pay invoice. Payment is in full amount of purchase order.

19. Received invoice of John Dehner, Inc. in the amount of $2,095.75 covered by Purchase Order No. 0044, approved by the Street Engineering Department, for emergency repair of eroded area of Spy Run Creek levee at the end of Ruth Street. (Emerg. Flood Res. 66-16-15)

Approved and ordered City Utilities to pay invoice. Payment is in full amount of purchase order.

20. Received Acceptance Agreements on Project No. 3263-43-00 EPA No. C-180538 01 for equipment and material per letter of August 9, 1977 from Commonwealth Electric Company and Executone of Fort Wayne, Inc. for Executone equipment - Division I ater Pollution Control Plant Expansion Water Quality Control Project recommended by H.N.T. and B. - Henry B. Steeg & Associates Division and accepted by Hagerman - Shambaugh (joint venture).

Approved.

Warranties are dated January 1, 1978.

21. Received inspection report from the Water Engineering Department and Completion Affidavit of Nobis Construction Company for Water Contract No. 7706 - North Washington Road.

Approved.

Ordered acceptance letter written.

22. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavits from JOHN DEHNER, INC. - SPEARS-DEHNER, INC. (joint venture) with Guaranty Bond in the amount of $5,305,637.00 signed by United States Fidelity and Guaranty Company for Water Quality Control Project - DIVISION III - Sludge Lagoons, Water Pollution Control Plant Additions Project No. C-180538 01.

Approved.

Ordered acceptance letter written.

23. Received a request from Nobis Construction Company, 3702 Rupp Drive, for permission to barricade Kirkfield from Trier Road south to Dalewood on Thursday, June 15, 1978 from 7:00 a.m. till 4:00 p.m.
PURPOSE: Installation of sanitary sewer.
Approved and permit issued.

24. Received a request from William Ren, Inc., John Nichter, 1015 S. Harrison Street, for permission to barricade the east curb lane in front of 1015 S. Harrison (No parking zone) (area is between Washington & Jefferson) on Monday, July 3, 1978 from 8:00 a.m. till 2:00 p.m.
PURPOSE: Parking rental truck for moving business out.
Approved and permit issued.

25. Received a request from Lincoln Life Insurance Company (Gary Simmons) 1301 S. Harrison, for permission to barricade Brackenridge from Harrison to Calhoun on Friday, July 7, 1978 from 5:30 p.m. till 8:30 p.m.
PURPOSE: Employees' picnic.
Approved and permit issued.

Meeting adjourned at 10:40 a.m.

Henry P. Wiltsee

Edward H. LeMay

Ray A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, June 19, 1978

Department of Public Works
Office of the Board
Room 910 City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

Lawton Place	Carrington & Assoc.
6909 Peartree Lane	A. D. Delagrange
6915 Peartree Lane	A. D. Delagrange
6916 Peartree Lane	A. D. Delagrange
6921 Peartree Lane	A. D. Delagrange
5211 Smith	Donald J. Molargik
3108 Stepping Stone Lane	A. D. Delagrange

4. Received driveway application: — Approved and permit issued.

1500 Calhoun s/w corner -------Dailey Asphalt

5. Received street cut applications: — Approved and permits issued.

4751 Bradwood Terrace (prkstrp)	City Util.
125 E. Branning (alley)	NIPSCO
2621 Clara	"
4820 N. Clinton (prkstrp)	L.D. Mech. Contr.
2338 Gay	NIPSCO
2520 Gay	"
Greenwalt /3111 & 3119 Maumee	"
4128 Hanna	"
1213 Hanna (alley)	"
2828 Hanna (alley)	"
1001 Harmar	"
1149 Harmar	"
802 Hayden	"
1518 Hayden	"
2423 Hillock Ct.	"
514 W. Jefferson (alley)	"
1505 Kitch	Ralph E. Hayes
Lasalle / 2002 Hanna	NIPSCO
1411 Lillie	"
1135 Lillie (alley)	"

2413 Lillie	- NIPSCO
227 Melita	- "
917 McKinnie	- "
910 McKinnie	- "
Sandpoint Rd. & Fernwood Dr.	- Gen.Tel.
3824 Senate	- NIPSCO
2114 Smith	- Dewald Landsc.
3202 St. Joe Center (prkstrp)	- NIPSCO
1715 & 1717 Thompson	- "
1409 Wabash	- "
236 W. Wayne	- "
2302 S. Anthony (alley)	- "
3014 S. Hanna (alley)	- "
2413 Lillie (alley)	- "

6. Received Partial Payment Estimate No. 4 of Bercot, Inc. in the amount of $93,492.85 prepared and approved by the Water Pollution Control Engineering Department covered by Sewer Resolution No. 294-1977 for Freeman-Covington Area Sanitary Sewer (EDA Proj. 06-51-26281).

Ordered City Controller to pay invoice of Bercot, Inc. in the amount of $93,492.85.

Also, ordered payment of $10,388.10 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company.

Payment is to be made from the LPW Account.

7. Pursuant to settlement out of Court as effected by Larry J. Burke, Associate City Attorney, in the matter of Richard and Doris Zwick vs City of Fort Wayne, Indiana, - Goshen -Burma Road Sanitary Sewer Assessment Resolution No. 811-70 Board of Works orders assessment to $3,500 as settlement in full subject to dismissal of lawsuit at plaintiff's cost.

Ordered City Controller to accept $3,500 as settlement in full of Zwick vs City of Fort Wayne.

Ordered check deposited in Sewer Relief Fund.

8. Received Change Order No. 1 of Brooks Construction Company, in the amount of $262.50 prepared and approved by the Street Engineering Department covering work on Emergency Resolution No. 66-46-23 - St. Joe Center Road pavement blow-up.

Approved.

9. Received Partial Payment Estimate No. 1 of Spears-Dehner, Inc. in the amount of $36,921.76 prepared and approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 298-77 - Rothman Road - Maplecrest Road Sanitary Interceptor Sewer.

Approved and ordered City Utilities to pay invoice #1 of Spears-Dehner, Inc. in the amount of $36,921.76.

Also ordered payment of $4,102.42 paid to Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the WPC Utility Funds.

10. Received Partial Payment Estimate No. 39 of Hagerman-Shambaugh (joint bidders) in the amount of $83,878.35, prepared and approved by Henry B. Steeg & Associates, Div. of H.N.T. & B. for the period of April 26, 1978 to May 26, 1978 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.

Approved and ordered invoice #39 of Hagerman-Shambaugh in the amount of $83,878.35 paid by City Utilities.

Also ordered amount of $4,414.65 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank.

Payments are to be made from the Water Pollution Control Utility Construction Fund.

-001-00

11. Received Invoice No. 39 of Howard Needles Tammen & Bergendoff - Steeg Division in the amount of $1,180.92 for general engineering - Water Quality Control Project - Division I - Water Pollution Control Plant Additions - Federal Project No. C-180538-01.	Approved and ordered City Utilities to pay from Water Pollution Control Utility Fund.
12. Received Purchase Order No. 0081, dated June 15, 1978, from the Purchasing Agent for Rieth-Riley Construction Company in the amount of $52,425.00 for Resolution No. 66-16-15 - Flood restoration work for Griswold Drive from Spy Run to Water Filtration Plant. Res. No. 66-16-15.	Approved.
13. Received Street Improvement Resolution No. 5805-1978, final plans, estimate and specifications, prepared by the Street Engineering Department as follows: RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as: 1. A. Lombard Street - from the north property line of Molitor Street to the south property line of Reynolds Street. B. Lombard Street - from the south curb line of Maumee Avenue to the south property line of Pittsburg Street. 2. Wayne Trace - from the south curb line of New Haven Avenue to the west pavement line of Pioneer Street. 3. Williams Street - from the west curb line of Calhoun Street to the west property line of Webster Street. 4. Douglas Avenue - from the east curb line of Calhoun Street to the west curb line of Clinton Street. 5. Lake Avenue from the west property line of Crescent Avenue to the west curb line of Anthony Boulevard. 6. Columbia Avenue - from the west curb line of Crescent Avenue to a point (75 ft.) east of Delta Boulevard. 7. Forest Park Blvd. - from the north curb line of State Blvd. to the south curb line of Dodge Avenue. 8. West Drive - from the south curb line of Curdes Avenue to the north curb line of Dodge Avenue. 9. Kenwood Avenue - from a point (150 ft.) west of Anthony Blvd. to the east curb line of Crescent Avenue. ALTERNATE 10. Pontiac Street Elevation - Intersections of Pioneer Street - Pontiac Street - Adams Street	Approved and adopted. A true copy is incorporated herein. Advertise, Notice to Contractors, June 24 and July 1, 1978. Receive bids on Wednesday, July 5, 1978 at 9:00 a.m. Ordered the Street Engineering Department to prepare the bid documents.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered (CITY PAID).

14. Received Street Improvement Resolution No. 5806-1978, final plans, estimate and specifications, prepared by the Street Engineering Department, for the following:

RESOLVED by the Board of Public Works of the ity of Fort Wayne, Indiana, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. West State Blvd. - from the west curb line of Sherman Blvd. to the west property line of Cambridge Blvd.

2. Poinsette rive - from the west curb line of Cherokee Road to the south curb line of State Blvd.

3. Sprunger Avenue - from the north curb line of Spring Street to the north property line of Ellen Avenue.

4. Emerson Avenue - from the west property line of Sprunger Ave. as platted west, south of Emerson Avenue to the east property line of Sprunger as platted north of Emerson Avenue.

5. Freeman Street - from the south pavement line of Jefferson Blvd. to the north curb line of Taylor Street.

6. Winchester Road - from a point 1,000 Ft. ± northwest of Baer Field Thruway to the east pavement line of Bluffton Road.

ALTERNATE

7. State Blvd. - from the west property line of Cambridge Blvd. to a point 30 ft. ± west of Tyler Avenue.

with Hot Asphalt Binder (as per design mix formula) with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

Approved and adopted.

A true copy is incorporated herein.

Advertise Notice to Contractors, June 24 and July 1, 1978.

Receive bids on Wednesday, July 5, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

15. Pursuant to request of Leo-Cedarville Regional Sewer District for easements needed for sewer construction adjacent to Cedarville Reservoir Board approves Easement "A" for construction of 21" sanitary sewer along said reservoir between Riverdale Road and a parallelling easement approximately 730 feet north thereof and Easement "B" for construction of a sewage lift

Approved. A true copy is incorporated

Ordered Water Engineering Department to record documents.

station and 8" forced sewer line along south side of Leo-Grabill Road from Schwartz Road westward to edge of Cedarville Impoundment.

16. RESOLUTION NO. 66-63-16

WHEREAS, the Board of Public Works on January 4, 1978, accepted proposals for the Fort Wayne Cable Communications System as provided by Ordinance G-27-77; and

WHEREAS, the Common Council of the City of Fort Wayne on June 15, 1978, has awarded a non-exclusive franchise to Citizens Cable of Fort Wayne, Inc. for a period of fifteen years, also provided by said Ordinance,

NOW, THEREFORE, the Board of Public Works hereby awards said franchise to Citizens Cable of Fort Wayne, Inc., subject to acceptance by franchisee within twenty (20) days and subject to franchisee filing necessary bonds as outlined in said Ordinance.

Approved and adopted. A true copy is incorporated herein.

Ordered the City Attorney to prepare the contract.

17. Received invoice No. 3 of Bercot, Inc. in the amount of $25,194.00, prepared and approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 290-1977 - North Maumee Interceptor Section III Project C-180839-01 for the period of December 7, 1977 to June 14, 1978.

Approved.

Ordered invoice of Bercot, Inc. in the amount of $25,194.00 paid by City Utilities from the Water Pollution Control Utility Construction Fund.

18. EMERGENCY RESOLUTION NO. 66-63-18

WHEREAS, pavement has blown-up in front of 4415 E. State Boulevard; and

WHEREAS, this constitutes a danger to motorists; and

WHEREAS, the Street Engineering Department has requested bids from L. W. Dailey, Inc.; Brooks Construction Company, and John Dehner, Inc.,

WHEREAS, bids were received from John Dehner, Inc. for $5,907.50, Brooks Const. Company bid was altered and not accepted and L. W. Dailey bid was $5,230.46;

NOW, THEREFORE, Board of Public Works declares an Emergency exists and approves issuing Purchase Order in the amount of $5,230.46 from MVH - SDF to L. W. Dailey, Inc. to make said repair.

Approved this date: June 19, 1978.
A true copy is incorporated herein.

Meeting adjourned at 11:00 a.m.

Edward H. Lamar

Mary A. Affolter

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, June 21, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LAMAR, M. G SCOTT
Ursula Miller

Received Minutes of Meeting held on Monday, June 19, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Receive bids:

Improvement Resolution for Curb and Sidewalk No. 5801-1978 for improving and repairing curbs, sidewalks and catch basins in an area bounded by Oak Street on the north, Lewis Street on the south, Division Street on the east and Ohio Street on the west; also known as the East Central Community Association Impact Area N.P.I., Phase III:(CITY PAID)

BROOKS CONST. CO. ----- $85,009.35

L. W. DAILEY,INC. ----- $83,328.10

HIPSKIND ASPHALT CORP.--$76,459.60

RITHE-RILEY CONST. CO. -$76,976.60

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, June 26, 1978 at 9:00 a.m.

4. Receive bids:

Improvement Resolution for Curb and Sidewalk No. 5802-1978 for improving by construction of sidewalk and curb on Boone Street from Watkins Street to Cherry Street; Growth Street on west side only from 80' north of Morrison to 335' north of Morrison; Wheeler Street south side only from Runnion Avenue to western terminus; Mary Street from Runnion Avenue to western terminus; Davis Street east side only; Mary Street to Link Street; Osage Street, Main Street to alley north of Boone Street. (Nebraska Area Phase III): (CITY PAID).

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, June 26, 1978 at 9:00 a.m.

	Base Bid	"A"	"B"	"C"	"D"
BROOKS CONST. -------	$93,158.60	$7,040.20	$15,047.70	$10,040.00	$3,896.80
CARRINGTON & ASSOC.--	93,058.35	6,786.85	16,836.40	10,467.50	4,204.35
L. W. DAILEY, INC. ---	$105,549.80		15,838.70	11,027.75	4,476.85
HIPSKIND ASPHALT CORP.	87,588.00	9,477.50	17,878.25	11,403.00	5,122.25
RIETH-RILEY ---------	98,025.15	7,436.75	15,864.45	10,144.90	4,065.35

5. Receive bids:

Improvement Resolution for Curb and Sidewalk No. 5803-1978 for improving with concrete pavement adjacent to and fronting property - 3704 and 3710 Vance Avenue by draining, curbing grading and paving the roadway to a uniform width of 27 ft. including curbs and 8" concrete pavement: (CITY PAID)

BROOKS CONST. CO. --------	$ 9,833.00
CARRINGTON & ASSOC. ------	11,253.02
L. W. DAILEY, INC. -------	6,965.40
HIPSKIND ASPHALT CORP. ---	8,397.10
RIETH-RILEY CONST. -------	9,998.75

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, June 26, 1978 at 9:00 a.m.

6. Received Improvement Resolution for Streets No. 5807-1978, final plans, estimate and specifications, prepared by the Street Engineering Department for the following streets: (CITY PAID).

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. Pettit Avenue - from the west property line of Fairfield Avenue to the west property line of Tacoma Avenue.
2. South Wayne Avenue - from a point 60 ft. ± south of Guilford Avenue to the south curb line of Creighton Avenue.
3. Hanna Street - from the south curb line of Pettit Avenue to the north pavement line of Decatur Road.
4. East Pontiac Street - from the east curb line of Anthony Blvd. to the west curb line of Alexander Street (south lane).
5. Trentman Avenue - from the east curb line of Queen Street to the west curb line of Fruehauf Drive.
6. Fruehauf Drive - from the north curb line of Trentman Avenue to the south curb line of Drexel Avenue.
7. Smith Street - from the south curb line of Maple Grove Avenue to the north curb line of Pettit Avenue.
8. Central Drive - from the south curb line of Rudisill Blvd. to the north curb line of McKinnie.
9. Holton Avenue - from the south curb line of Fairfax Avenue to the north curb line of Capitol Avenue.

ALTERNATE

10. Pettit Avenue - from the west property line of Tacoma Avenue to the west property line of Old Mill Road.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors June 24 and July 1, 1978.

Receive bids on Wednesday, July 5, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

7. Received Invoice No. 1 of Carrington & Associates in the amount of $1,021.15, prepared and approved by the Street Engineering Department, covering work for increasing alley return of first alley east of Calhoun Street and north of Esmond. Project was accepted under Purchase Order No. 4-03425. (FINAL).

Approved and ordered paid under Purchase Order No. 4-03425.

8. Received Special Sewer Permit for North Eastern Construction Company, prepared and approved by the Water Pollution Control Engineering Department and Maintenance Bond shall be furnished to the Board of Public Works at the time the contractor files his Completion Affidavit, for the construction of a sanitary sewer known as The Hollows, Section I.

Approved and permit issued.

9. Received Invoice No. 2 of Spears-Dehner, Inc. in the amount of $63,479.61 prepared and approved by the Street Engineering Department covered by Improvement Resolution No. 5797-1978 - Jefferson - Maumee - Washington Project.

Approved and ordered $63,479.61 paid from LRS Account.

Originals sent to Chief ISHC for reimbursement to City.

Also ordered $7,053.29 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.

10. Received a request from Simpson United Methodist Church (Peggy Shirk) 2501 S. Harrison, for permission to barricade Suttenfield from Harrison to alley on Friday, June 23, 1978 from 3:00 p.m. till 8:00 p.m.
PURPOSE: Ice Cream Social.

Approved and permit issued.

11. Received a request from Southwood Park Association (Mrs. Steve Krouse) for permission to barricade Drury Lane from Maxine to Westover on Friday, June 30, 1978 from 4:00 p.m. till 10:00 p.m.
PURPOSE: Block Party.

Approved and permit issued.

12. Received a request from Quickery Roofing (Bob Quickery) 4111 Oxford, for permission to barricade sidewalk in front of 133 W. Wayne and on Harrison - side of building - Patterson & Fletcher building on Thursday, June 22, 1978 from 6:00 a.m. till 4:00 p.m.
PURPOSE: Repairing canopy.

Approved and permit issued.

13. Received a request from Martin Luther King Center, (Mrs. Child) 1215 Harmar, for permission to barricade Harmar Street from Hugh to 1st alley between Hugh and Lewis on Saturday, June 24, 1978 from 3:00 p.m. till 6:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

14. Received proposed Rate Revisions for the Water Pollution Control Utility from Bernard T. Perry, Consultant.

Approved Rate Revision and ordered Chapter 24 of Fort Wayne Municipal Code amended to reflect said rate revision. A true copy is incorporated

Ordered sent to the Common Council Tuesday, June 27, 1978 at 8:00 p.m.

Meeting adjourned at 11:00 a.m.

Henry C. Wehrenberg
Edward V. Sa Mas
Mary J. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, June 26, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR,
M. G SCOTT
Ursula Miller

Received Minutes of Meeting held on
Wednesday, June 21, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permits issued.

6017 Calico Court ---------- A. D. Delagrange
1626 High ---------- Walter E. Jacobs
625 E. State ---------- J & G Company
4519 Winter ---------- Jim Lepper

4. Received street cut applications:

Approved and permits issued.

N. Clinton & Foresthill (parkstrp) - City Util.
2902 Curdes (prkstrp) - "
3107 Dellview - NIPSCO
6026 Landover Place - "
719 Leesburg Rd. (prkstrp) - City Util.
4443 Pembroke (prkstrp) - "
920 & 1110 Pinehurst Dr. - NIPSCO
902 Rivermet (alley) - "
1928 Steup - City Util.
1022 Trick - NIPSCO
2104 Vance - City Util.
Wilkie behind 5740 W. Jefferson - NIPSCO
4422 Austin (prkstrp) - "
2512 Cambridge - "
Intersec. Cass & First - "
1017 Hamilton (alley) - "
918 S. Harrison (alley) - "
1416 Lillie St. - " -----(PERMIT CANCELED)
1817 Sprunger - "
716 E. Wayne (alley) - "

5. Received driveway applications:

Approved and permits issued.

2716 Busche Dr. ---------- Gene Keller & Son
2722 Busche Dr. ---------- Gene Keller & Son
2420 Knollwood Ct. ---------- Gene Keller & Son
2504 Knollwood Ct. ---------- Gene Keller & Son
6909 Peartree Lane ---------- A. D. Delagrange
6915 Peartree Lane ---------- A. D. Delagrange
6916 Peartree Lane ---------- A. D. Delagrange
6921 Peartree Lane ---------- A. D. Delagrange
1313 Progress Rd. ---------- Hagerman Const.
3108 Stepping Stone Lane ---- A. D. Delagrange
716 E. Wayne ---------- Harley Graham

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Improvement Resolution No. 5801-1978 for improving and repairing curbs, sidewalks and catch basins in an area bounded by Oak Street on the north, Lewis Street on the south, Division Street on the east, and Ohio Street on the west; also known as the East Central Community Association Impact Area N.P.I. Phase III.

Award contract to Hipskind Asphalt Corporation at and for their bid in the amount of $76,459.60 subject to council manic approval.

Ordered the Street Engineering Department to prepare contract.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Improvement Resolution No. 5802-1978 for improving sidewalk and curb on Boone Street from Watkins Street to Cherry Street; Growth Street on west side only from 80' north of Morrison to 335' north of Morrison; Wheeler Street south side only from Runnion Avenue to Western terminus; Mary Street from Runnion Avenue to western terminus; Davis Street east side only; Mary Street to Link Street; Osage Street, Main Street to alley north of Boone Street. (Nebraska Area Phase III).

Award contract to Hipskind Asphalt Corporation at and for their bid in the amount of $87,588.00 base bid and alternate "A" $9,477.50 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for improving concrete pavement adjacent to and fronting property - 3704 and 3710 Vance Avenue, by draining, curbing, grading and paving the roadway to a uniform width of 27 ft. including curbs, 8" concrete pavement for Resolution No. 5803-78.

Award contract to L. W. Dailey Inc. at and for their bid in the amount of $6,965.40 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

9. Received a request from Bercot Construction, Inc. 3838 Mobile Avenue, for permission to barricade Clinton Street at Young's Greenhouse on Monday, June 26, 1978 thru Friday, June 30, 1978 starting at 8:00 a.m. (closed at all times for one day)
PURPOSE: Install storm sewer - maintain one lane and use flagman.

Approved and permit issued.

10. Received a request from East Wayne Street Center (Walter Earl) 801 E. Wayne Street, for permission to barricade Francis Street from Berry to Wayne on Wednesday, June 28, 1978 from 1:00 p.m. till 3:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

11. Received a request from Mrs. Davis Zelt, 723 Kinsmoor Avenue, for permission to barricade the 700 and 800 blocks of Kinsmoor from South Wayne to Indiana on Sunday, July 2, 1978 from 1:00 p.m. till 10:00 p.m. PURPOSE: Block party.	Approved and permit issued.
12. Received plat of Manor Park Addition, Section "E" submitted and approved by the City Plan Commission.	Approved.
13. Received plans, specifications and bid documents for Contract 77-W-2 expansion of Three Rivers Water Filtration Plant.	Approved. Advertise Notice to Contractors, June 28 and July 5, 1978. Will receive bids on Wednesday, August 2, 1978 at 10:00 a.m.
14. Received plans, specifications and bid documents for Contract 77-W-3 for erection of pumping equipment (furnished by owner under contract 77-W-4) furnishing and installing new traveling water screen, tainter gate hoists, related pipe work,and valves, and electrical work and other miscellaneous revisions to the present raw water pumping station including "shortcrete" repair to the existing St. Joseph Dam.	Approved. Advertise Notice to Contractors, June 28 and July 5, 1978. Will receive bids on Wednesday, August 2, 1978 at 10:00 a.m.
15. Received plans, specifications and bid documents for Contract 77-W-4 for furnishing Centrifugal Pumping Unit, Replacement of Motor and Impeller and accessories at the St. Joe Dam Pumping Station.	Approved. Advertise Notice to Contractors, June 28 and July 5, 1978. Will receive bids on Wednesday, August 2, 1978 at 10:00 a.m.
16. Received quotations from the Purchasing Agent for the proposed purchasing of Six Snow Plows for City Utilities Trucks: INDIANA EQUIPMENT ---------- $ 18,280.80 MacDONALD MACHINERY--------- 13,500.00 DEEDS EQUIPMENT ---------- 13,764.00	Through the recommendation of the Purchasing Agent the bid of MacDonald Machinery Company, Inc. was accepted under Purchase Order No. 0099, dated June 21, 1978. Ordered sent to the Common Council on Tuesday, July 11, 1978 at 8:00 p.m.
17. Received Contract, Guarantee Bond and Liability Bond of Wayne Asphalt and Construction Company, Inc. in the amount of $24,237.50 prepared by the Street Engineering Department for Improvement Resolution NO. 5799-1978 for improving Ardmore Avenue and Engle Road Intersection.	Approved. Ordered sent to the Common Council on Tuesday, July 11, 1978 at 8:00 p.m.
18. Received Contract, Guarantee and Liability Bonds of John Dehner, Inc. in the amount of $67,200.00 prepared by the Water Pollution Control Engineering Department for Sanitary Sewer Resolution No. 301-78 for Paulding Road Force Main Sliplining Project.	Approved. Ordered sent to the Common Council on Tuesday, July 11, 1978 at 8:00 p.m.

19.	Received Escrow Agreement between Spears-Dehner, Inc., Lincoln National Bank & Trust Company and Board of Public Works, City of Fort Wayne, Indiana, covering Sewer Resolution No. 298-77 - Rothman / Maplecrest Road Sanitary Sewer Improvements. Said Agreement conforms with Indiana code 5-16-5.5, requiring the City to deposit retainage on payments for contracts amounting to $100,000 or more with an escrow agent.	Approved.
20.	Received Agreement for Sewer Extension between H. G. Kleeman Enterprises, Inc. and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer known as Shannonside, Section I.	Approved. H.I. Ordered sent to the Common Council on Tuesday, July 11, 197 at 8:00 p.m.
21.	Received Water Contract No. 7806, prepared and approved by the Water Engineering Department, between Harry Smith and the Fort Wayne Water Utility for the construction of water main on Coliseum Blvd. from an existing 12" water main on the south side of Coliseum Blvd. at Executive Blvd., westward approximately 240 ± feet.	Approved. Ordered sent to the Water Engineering Department for handling and return for filing.
22.	Received Real Estate Lease between the Board of Public Works and Horace J. Lee beginning on the 1st of July, 1978 and ending on the 30th of June, 1985 at $100 per year rental for the following real estate: Term of lease - seven years. Lot 42, Out Lot 11 Fletcher's Addition to the City of Fort Wayne, Allen County, Indiana commonly known as 1439 South Anthony Boulevard.	Approved. Sent to Street Engineer for handling and return for filing in the Board of Public Works.
23.	Received invitational bid for Winter Blizzard Damage of curb, sidewalk and driveway for miscellaneous projects of Carrington & Associates in the amount of $2,276.75 per the Street Engineerng Department.	Approved and ordered Purchase Order No. 00160 issued to cover miscellaneous projects.
24.	Received a petition and waiver for the construction of sidewalk and curb as needed at 500 West Main Street from Fulton to Fairfield.	Ordered Street Engineering Department to investigate and report.
25.	Received invoice #5 of Hagerman Construction Corporation in the amount of $68,831.10 prepared and approved by McNamee, Porter and Seeley, Consulting Engineers, for Water Improvements - Wash Water Retention Basin, Contract No. 77-W-1.	Ordered City Utilities to pay Hagerman Construction Corporation in the amount of $68,831.10. Also pay to the Hagerman Construction Corporation Escrow Account at Lincoln National Bank the amount of $7,647.90. Payments are to be made from the Water Utility Fund.
26.	Received a request from Phyllis Zahn, 1814 Vance Avenue, for permission to barricade 1800 block of Vance Avenue from Anthony to Buena Vista Drive on Sunday, August 20, 1978 from 11:00 a.m. till 8:00 p.m. PURPOSE: Block Party.	Approved and permit issued.

27. Received a request from Consolidated Railroad (David Fletcher) 231 W. Baker, for permission to barricade Main Street by Runnion at old New York Central Railroad on Tuesday, June 27, 1978 thru Friday, July 14, 1978 at all times.
PURPOSE: Repair railroad crossing.

Aporoved and permit issued.

28. Received a request from Indian Village Association (Craig Johnson) 4108 Hiawatha Blvd., for permission to hold a parade on Tuesday, July 4, 1978 from 11:30 a.m. till 12:00 Noon starting at Indian Village Blvd. at Nokomis and terminating at Psi Ote Park.
PURPOSE: Kids Bike Parade for Holiday.

Approved and permit issued.

Meeting adjourned at 10:55 a.m.

Edward W. LaMar

Mary C. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, June 28, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LAMAR, M. G SCOTT
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities . — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications: — Approved and permit issued.

5707 Millford Ct. -------- Gordon Liechty
5711 Millford Ct. --- "
5732 Millford Ct. --- "
1950 Papermill Cross --- "
1811 Papermill Cross --- "
1817 Papermill Cross --- "
1823 Papermill Cross --- "
1827 Papermill Cross --- "
1910 Papermill Cross --- "
1911 Papermill Cross --- "
1917 Papermill Cross --- "
1923 Papermill Cross --- "
1927 Papermill Cross --- "
1933 Papermill Cross --- "
1122 Pinehurst ---------- Colonial Homes
5631 Sawmill Run -------- Gordon Liechty
6922, 7003, 7004 & 7025 Peartree Lane - A. D. Delagrange
3721 & 3731 Inwood; NW cor. Capital & Oliver; 2316 Barnhart & 3314 Queen --- Carrington Ab

4. Received street cut applications: — Approved and permit issued.

2302, 2330 & 2334 S. Anthony (alley)-- NIPSCO
2617 S. Anthony --- "
5414 S. Anthony (prkstrp) --- City Util.
4422 Austin --- NIPSCO
Bauer / 2204 Seddlemeyer --- "
2301 Brown (st.) --- City Util.
1215 Cass --- NIPSCO
6412 Dumont --- "
412 Eckart --- "
3921 Fleming --- "
460 ft. Goshen Rd. bet. 1420 and 1624 Goshen Rd. --- "
1314 Guthrie --- "
3014 S. Hanna (alley) --- "
918 S. Harrison --- "
3116 Hobson Rd. (prkstrp) --- City Util.
2210 Inwood (prkstrp) --- "
2413 Lillie (alley) --- NIPSCO
1224 & 1230 McClellan --- "
4829 Madiera --- "
1629 Oakland --- "

4215 Reed (prkstrp) -------- City Util.
1817 Sprunger --- NIPSCO
625 E. State ---
4118 Warsaw (prkstrp) --- City Util.
116 E. Wayne --- NIPSCO
3933 S. Wayne (prkstrp) --- City Util.
633 W. Wayne --- NIPSCO

5. Received driveway applications: Approved and permit issued.

6122 Goodfellow ---------- Gene Keller & Sons
6017 Calico Court --- A. D. Delagrange
7306 Elzey --- Raymond C. Pelz
6114 Goodfellow --- Gene Keller & Sons
5700 Industrial Rd. --- Hewes, Inc.
5215 Mt. Vernon Park --- V. May
6909 Ordway Dr. --- Nu House, Inc.
6925 Ordway Dr. --- Nu House, Inc.
1604 Romane Ct. --- Hamilton Hunter
1607 Romane Lane --- "
1609 Romane Ct. --- "
1610 Romane Ct. --- "
1616 Romane Dr. --- "
1621 Romane Dr. --- "
1624 Romane Dr. --- "
1630 Romane Dr. --- "
1631 Romane Dr. --- "
1704 Romane Dr. --- "
1705 Romane Dr. --- "
1708 Romane Dr. --- "
1709 Romane Dr. --- "
1712 Romane Dr. --- "
1716 Romane Dr. --- "
1719 Romane Dr. --- "
1720 Romane Dr. --- "
1723 Romane Dr. --- "
5211 Smith St. ---------- Molargik Const.
1604 Wane Lane --- Hamilton Hunter
1605 Wane Lane --- "
1610 Wane Court --- "
1611 Wane Lane --- "
1715 Wane Lane --- "
1810 Lindenwood --- "
1818 Lindenwood --- "
2811 Wane Lane --- "
2814 Wane Lane --- "
2815 Wane Lane --- "
2820 Wane Lane --- "
2828 Wane Lane --- "
2906 Wane Lane --- "
2909 Wane Lane --- "
2912 Wane Lane --- "
2915 Wane Lane --- "
2920 Wane Lane --- "
3009 Wane Lane --- "
3010 Wane Lane --- "
3019 Wane Lane --- "
3020 Wane Lane --- "
3019 Waynewood Dr. ---------- John Dehner, Inc.

6. RECEIVE BIDS: Referred to the Street Engineering Department for tabulation and report.

Sidewalk Improvement Resolution No. 5796-78 for the construction of sidewalks, curbs, street lighting, storm drainage, and resurfacing of Columbia Street, commonly identified as "The Landing": Will award contract on Wednesday, July 5, 1978 at 9:00 a.m.

	Base Bid:	Add Alt.
BROOKS CONST. CO. ---------	$150,840.00	$14,190.00

7.	Received Special Sewer Permit for Morris Liechty prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as Oak Grove Estates, Section II Sanitary Sewer. Maintenance Bond is to be submitted upon receipt of Completion Affidavit.	Approved and Special Sewer Permit issued. Board Order No. 94-1978.
8.	Received Special Sewer Permit for K & H Realty Corp. prepared and approved by the Water Engineering Department for the construction of a storm sewer known as Young's Greenhouse, N. Clinton Storm Sewer. Also received Performance Bond of Bercot-Gibson Construction Company in the amount of $40,000.00.	Approved and Special Sewer Permit issued. Board Order No. 93-1978.
9.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Ken Niemeyer, Inc. for Lake Forest Ext., Waiver of one-year maintenance bond was recommended by the WPC Engineering Department.	Approved. Ordered acceptance letter written.
10.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot, Inc. for Water Contract No. 76-XP-5 - Dunkleberg Road Connecting Feeder Main.	Approved. Ordered acceptance letter written.
11.	Received Invoice of L. W. Dailey, Inc. in the amount of $5,226.46 prepared and approved by the Street Engineering Department covered by Emergency Resolution No. 66-63-18 for repair of pavement blown-up in front of 4415 E. State Boulevard.	Approved. Payment to be made from MVH - SDF Funds under Purchase Order No. 00161.

Meeting adjourned at 10:15 a.m.

Edward W. LaMar

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Brenda Miller

Secretary and Clerk

Wednesday, July 5, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Monday, June 26, 1978 at 9 a.m. and Wednesday, June 28, 1978 at 9 a.m.

1. Received purchase orders form the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

6605 Dumont Drive ----------NuHouse, Inc.
6506 Durango Drive ---------- "
2827 Northgate Blvd.----------Land, Inc.
6922 Peartree Lane ----------A. D. Delagrange
7003 Peartree Lane ---A. D. Delagrange
7004 Peartree Lane ---A. D. Delagrange
7025 Peartree Lane ---A. D. Delagrange
1122 Pinehurst Drive ---Colonial Homes

4. Received private sidewalk applications:

Approved and permits issued.

2112 Brooklyn ---------- R. Fair
2852 Broadway ---------- R. A. Forbing
Various locations ---------- Carrington & Assoc.

5. Received street cut applications:

Approved and permits issued.

1200 Archer (st.)---------- City Util.
4517 Arrow & extend 100' - NIPSCO
4505 & 4507 Atwood - "
4316 Cloverbrook - "
2403 Hillock Ct. - "
2427 Evans (prkstrp) - City Util.
1819 Fairfield - NIPSCO
6108 Highgate Place - "
1500 block of Lake begin at Morton & extend. west - "
5716, 5720, 5724 & 5728 Lancashire Ct. - "
1614 Lofton Way - "
Main & Ewing (prkstrp) - City Util.
1728 Papermill Crossing - NIPSCO
3208 Pavilion Ct. - "
Rudisill & Arlington (st.) - City Util.
607 Stratton Rd. - NIPSCO
1513 Tilden rear of 1530 Lake - "

2008 S. Calhoun (st.)	---------	NIPSCO
2318 Chestnut (alley)	---	"
478 Elizabeth (st.)	---	"
630 S. Harrision (st.)	---	"
1500 Lake at Lake & Morton (sdw.)	---	"
1530 Lake on Tilden	---	"
129 E. Leith	---	"
1614 Lofton Way	---	"
2711 New Haven	---	"
331 E. Pontiac (st.)	---	"
1010 Russell (st.)	---	"
607 Stratton (prkstrp)	---	"
Wayne & Webster (st.)	---	"

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5796-1977 for the construction of sidewalks, curbs, street lighting, storm drainage and resurfacing of Columbia Street, also commonly known as "The Landing".

AWARD contract to Brooks Const. Co. at and for their bid in the amount of $150,840.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

7. RECEIVE BIDS:

Street Improvement Resolution No. 5805-1978 for resurfacing and restoring pavement in areas of the following streets: Lombard A & B; Wayne Trace; Williams; Douglas; Lake; Columbia; Forest Park; West Drive; and Kenwood and ALTERNATE Pontiac Street elevation:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, July 10, 1978 at 9:00 a.m.

	BASE:	ALTERNATE:
BROOKS CONST. CO. ----------	$205,512.00	$26,953.00
DAILEY ASPHALT CO. ---	185,107.00	31,665.50
HIPSKIND ASPHALT CORP. ---	210,172.50	35,732.50
MOELLERING CONSTRUCTION ---	258,551.55	38,214.05
RIETH-RILEY CONST. ---	233,949.50	31,957.60
WAYNE ASPHALT CORP. ---	203,947.50	23,997.00

8. RECEIVE BIDS:

Street Improvement Resolution No. 5806-1978 for resurfacing and restoring pavement in areas of the following streets: West State, Poinsette, Sprunger, Emerson, Freeman, Winchester and ALTERNATE State Boulevard:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, July 10, 1978 at 9:00 a.m.

	BASE:	ALTERNATE:
BROOKS CONST. CO.	$280,424.00	$22,207.50
DAILEY ASPHALT CO.	241,737.50	19,465.50
HIPSKIND ASPHALT CORP.	240,669.50	19,615.00
MOELLERING CONST.	295,424.25	24,965.80
RIETH-RILEY CONST.	274,424.00	23,546.75
WAYNE ASPHALT CORP.	275,824.50	21,497.50

9. RECEIVE BIDS:

Street Improvement Resolution NO. 5807-1978 for resurfacing pavement in areas of the following streets: Pettit, So. Wayne, Hanna, E. Pontiac, Trentman, Fruehauf, Smith, Central, Holton and ALTERNATE Pettit:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, July 10, 1978 at 9:00 a.m.

	BASE:	ALTERNATE:
BROOKS CONST. CO.	$195,204.50	$ 10,027.00
DAILEY ASPHALT CORP.	165,795.00	7,858.50
HIPSKIND ASPHALT CORP.	193,810.00	10,940.00
MOELLERING CONST. CO.	223,950.55	10,098.20
RIETH-RILEY CONST. CO.	222,892.65	10,713.00
WAYNE ASPHALT CORP.	188,536.00	8,767.50

10. Received a request from Avalon Place Association (John Kelm) 7505 Knightswood, for permission to hold a parade on Friday, July 7, 1978 from 6:45 p.m. till 8:00 p.m. Route to be traveled: Leave Miami Jr. High School parking lot onto Amherst; down Amherst to Maplewood; down Maplewood to Legoma; down Legoma to Amherst; down Amherst back to School parking lot - Participants: approximately 50 persons. PURPOSE: Kiddie Bike Parade.

Approved and permit issued.

11. Received a request from Burkhart Advertising (Mr. Gaff) 4511 Executive Blvd., for permission to barricade sotuh curb lane of Berry Street in front of Wendy's Restaurant on Friday, July 7, 1978 from 9:00 a.m. till 3:00 p.m. PURPOSE: Parking vehicle for replacement of Wendy's sign.

Approved and permit issued.

12. Received a request from East Wayne Street Center (Walter Earl), 801 E. Wayne, for permission to barricade Francis Street from Berry to Wayne on Wednesday, July 12, 1978 from 1:00 p.m. till 3:00 p.m. PURPOSE: Block Party.

Approved and permit issued.

13. Received a request from Mrs. Anthony Antonuccio, 1026 Maxine Drive, for permission to barricade Maxine Drive from Beaver Avenue to Drury Lane on Friday, July 21, 1978 from 5:00 p.m. till 10:00 p.m. PURPOSE: Block Party.

Approved and permit issued.

14. Received a request from Mary Carney, 2720 Nordholme, for permission to barricade Nordholme from Charlotte to Kenwood on Saturday, July 22, 1978, from 3:00 p.m. till 10:00 p.m. PURPOSE: Block Party.

Approved and permit issued.

15. Received a request from Acme Demolition, 1702 Simon Street, for permission to barricade the sidewalk in front of 414 W. DeWald on Friday, June 30, 1978 thru Friday, July 14, 1978 at all times. PURPOSE: Demolition of house.

Approved and permit issued.

16. Received a request from Hamilton Electric Company, 4934 Hillegas Road, for permission to barricade the west curb lane of Calhoun Street at Wayne Street beside Azar's Restaurant on Firday, June 30, 1978 from 5:00 a.m. till 7:00 a.m.
PURPOSE: Repair restaurant sign.

Approved and permit issued.

17. Received Curb and Sidewalk Improvement Resolution No. 5804-1978, final plans, estimate and specifications prepared by the Street Engineering Department for improving sidewalk, curb, alley approaches and catch basins on Third and Fourth Streets between Sherman Boulevard and Barthold Street; Andret St. (west side only) between Fourth St. and Spring St.; High St. (south side only) between Sherman Boulevard and Barthold St.; Wefel St. from High St. north to alley; Barthold St. from High to Fourth, (west side only between Third and Fourth Sts.) (Northwest Central Phase III).
CITY PAID

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Contractors, July 7 and July 15, 1978.

Receive bids on Wednesday, July 19, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

18. Received Curb and Sidewalk Improvement Resolution No. 5808-1978, final plans, estimate and specifications prepared by the Street Engineering Department for improving and repairing curbs, sidewalks and catch basins in an area bounded by Jefferson Street on the north, Hendricks Street on the south, Fairfield Avenue on the east, and Broadw ay Avenue on the west; also known as the West Central Community Association Impact Area N.P.I. Phase III.
CITY PAID

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Contractors, July 7 and July 15, 1978.

Receive bids on Wednesday, July 19, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

19. Received Change Order No. 1 of T & G Excavating, Inc. in the amount of $1,696.00 prepared and approved by the Water Pollution Control Engineering Department covered by Sewer Resolution No. 299-77 - Tillman Road Sanitary Interceptor.

Approved and ordered sent to the Common Council on Tuesday, July 25, 1978 at 8:00 p.m.

20. Received Change Order No. 1 of Carrington & Associates in the amount of $514.50 prepared and approved by the Street Engineering Department covered by Resolution No. 5789-77 - Lincolnshire Addition Sidewalk Improvement.

Approved and ordered sent to the Common Council on Tuesday, July 25, 1978 at 8:00 p.m.

21. Received Change Order No. 2 of Nobis Construction Company, Inc. in the decreased amount of $619.20 prepared and approved by the Water Engineering Department for Water Contract No. 77-XP-1 - Getz Road - Colony Bay Road Connecting Feeder Main.

Approved.

21-A. Received Change Order No. 1 of Bercot, Inc. in the decreased amount of $1,000 prepared and approved by the Water Pollution Control Engineering Department for Emergency Flood Resolution No. 65-284-9 for Deister Machine Company, 1933 E. Wayne Street.

Approved.

22. Received Change Order No. 2 of Bercot, Inc. in the decreased amount of $8,750.00 prepared and approved by the Water Engineering Department for Emergency Flood Resolution No. 65-284-9 for Deister Machine Company at 1933 E. Wayne Street.

Approved.

23. RESOLUTION NO. 66-79-23

Approved.

WHEREAS, the City of Fort Wayne Board of Park Commissioners, has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street and alley situated in Fort Wayne, Allen County, to-wit:

Street:

"Commencing at a point 137½ feet west of right-of-way line of Coombs Street and extending to its western terminus"; and,

Alley:

The first alley south of J.B. White's 5th Addition from the west property line of Coombs Street to its western terminus.

24. RESOLUTION NO. 66-79-24

Approved.

WHEREAS, Karl Jensen, has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

Joseph Avenue from a line 50 ft. west of the centerline of Spy Run Avenue Extended to the east line of Highland Park Addition Extended lying between a point 5 feet north of the north right-of-way line of Constance Avenue extended to the south right-of-way line of Catherine Avenue Extended.

25. Received a petition for an alley between Sunset Drive and Crestwood Drive behind property at 1328 Sunset Drive and 4633 Crestwood Drive for repair of alley pavement by resurfacing or replacement.

Approved. Ordered Street Engineering to investigate and report.

Board Order 90-1978.

26. Received Partial Payment Estimate No. 1 of Hipskind Asphalt Corp. in the amount of $29,855.32 prepared and approved by the Street Engineering Department covered by Sidewalk Resolution No. 5761-1977 - Southwood Park Sidewalks.

Approved and ordered paid out of Account 34-431-001.

27. Received invoice of Brooks Construction Company, Inc. in the amount of $6,642.50 prepared and approved by the Street Engineering Department covering Emergency Repair of St. Joe Center Road pavement blow-up.

Approved and ordered paid by Purchase Order 4-05189. MVH Fund. - S.D.F.

28. Received a request from Ken Ringle, 817 Edgewater, for permission to barricade 700 block Edgewater from first alley south of Columbia Street Bridge to LaForte on Sunday, July 16, 1978 from 12:00 noon till 10:00 p.m. PURPOSE: Block party.

Approved and permit issued.

29. Received Partial Release of Easement for Storm and Sanitary Sewer purposes and City of Fort Wayne Potable Water whereby City of Fort Wayne releases and conveys to present owners of Lot 221 of Woodhurst Addition, Section "E" as recorded in Plat Record 29, pages 110 - 111.

Approved.

30. Received Water Contract 7805 prepared and approved by the Water Engineering Department between Fort Wayne Water Utility and Crown Ridge Development Corporation for water main in Crown Ridge Addition, Section "A".

Approved.

Ordered sent to the Water Engineer for handling.

31. Received Water Contract 7808 prepared and approved by the Water Engineering Department between Fort Wayne Water Utility and Spy Run Development for water main in Broadview Terrace Ext., Section I.

Approved.

Ordered sent to the Water Engineer for handling.

Meeting adjourned at 11:05 a.m.

Edward H. Pond

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, July 6, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Curb Improvement Resolution No. 5788-1977 for the construction of curbing on the south side of Lake Avenue from the west curb line of Anthony Boulevard to a point 188 feet west thereof.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

2. A request was received from Fellowship Bible Church, 3037 Piqua, for permission to barricade Piqua from Wildwood to Calhoun on Saturday, July 29, 1978 from 6:00 p.m. till 10:00 p.m.
PURPOSE: Block Party.

Approved and permit issued.

3. A request was received from Bercot Const. Co., 3838 Mobile Avenue, for permission to barricade Barr Street from Wayne to Berry n Tuesday, July 11, 1978 thru Thursday, July 13, 1978 from 8:00 a.m. till 3:00 p.m.
PURPOSE: Installation of water line.

Approved and permit issued.

Meeting adjourned at 4:00 p.m.

Ethel W. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:
Ursula Miller
Secretary and Clerk

Monday, July 10, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, July 5, 1978 at 9 a.m. and Thursday, July 6, 1978 at 3:30 P.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

1216 Garfield ---------- Wm. Bay
1241 Wells St. ---------- G. Kunberger
1502 Anthony ---------- Carrington & Assoc.
6201 Highgate ---------- Lewis Delagrange Const.

4. Received special street cut applications: — Approved and permits issued.

2512 Cambridge ----------NIPSCO
2318 Chestnut (alley) - NIPSCO
511 Elmer - City Util.
First at intersec.of Cass - NIPSCO
1823 Frenchmans Crossing - "
1017 Hamilton (alley) - "
2020 S. Hanna (prkstrp) - Boyd Plumbing
2026 S. Hanna (alley) - NIPSCO
5725 Hatfield - "
129 E. Leith - "
4829 Madiera Dr. - "
7207 Old Trail Rd. - "
3709 Oliver (alley) - "
6734 Penmoken - "
331 E. Pontiac - "
5605, 5611, 5619 Roaring Fork Run - "
1010 Russel - "
2223 Schomburg Dr. - "
3220 Thames Dr. - "
716 E. Wayne (alley) - "
2905 Waynewood - "
512 E. Berry (alley) - "
2014 Cortland (alley) - "
3200 S. Wayne - "

5. Received driveway applications: — Approved and permits issued.

7110 Baer Rd. ---------- All State Paving
4709 Beaver ---------- Leonard Young
6512 Durango Dr. -------- Gene Keller
2805 Hoevelwood Dr. ------Heritage Homes, Inc.
4631 Indiana Ave. ------- Leonard Young
5717 Millford Ct. ------- Gustin Homes, Inc.
724 Pinehurst Dr. ------- Gustin Homes, Inc.
1121 Pinehurst ---------- Gustin Homes, Inc.
2925 St. Henry's Lane---- Gene Keller
1616 Woodside ---------- Harley Graham, Inc.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Street Improvement Resolution 5805-1978 for resurfacing and restoring pavement on sections of following streets: Lombard A & B, Wayne Trace, Williams, Douglas, Lake, Columbia, Forest Park, West Drive and Kenwood Avenue and ALTERNATE Pontiac Street Elevation. (CITY PAID).

Award contract to Dailey Asphalt Products Co., Inc. at and for their bid in the amount of $218,372.50 subject to councilmanic approval.

Ordered treet Engineer to prepare contract.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Street Improvement Resolution No. 5806-1978 for resurfacing and restoring pavement on sections of following streets: West State, Poinsette, Sprunger, Emerson, Freeman, Winchester and ALTERNATE State Boulevard. (CITY PAID).

Award contract to Hipskind Asphalt Corporation at and for their bid in the amount of $262, 034.50 subject to councilmanic approval.

Ordered Street Engineer to prepare contract.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Street Improvement Resolution No. 5807-1978 for resurfacing and restoring pavement on sections of the following streets: Pettit, So. Wayne, Hanna, E Pontiac, Trentman, Fruehauf, Smith, Central, Holton and ALTERNATE Pettit areas. (CITY PAID).

Award contract to Dailey Asphalt Products Co., Inc. at and for their bid in the amount of $174,753.50 subject to councilmanic approval.

Ordered Street Engineer to prepare contract.

9. Received plat of Aspen Village, Section III, approved and submitted by City Plan Commission.

Approved.

10. Received plat of Hacienda Place approved and submitted by City Plan Commission.

Approved.

11. Received plat of Oak Grove, Section III approved and submitted by City Plan Commission.

Approved.

12. Received plat of Cook Road Industrial Park approved and submitted by City Plan Commission.

Approved.

13. Received plat of Haverhill, Section V approved and submitted by City Plan Commission.

Approved.

14. Received plat of Stoney Creek Professional Village approved and submitted by City Plan Commission.

Approved.

15. Received plat of Shannonside Section II approved and submitted by City Plan Commission.

Approved.

16.	Received plat of Crown Ridge, Section 7 - "B" submitted and approved by the City Plan Commission.	Approved.
17.	Received Special Sewer Permit for Hartman Construction Company prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer known as LeVal D'Or -Section I. Maintenance Bond shall be furnished at time Completion Affidavit is filed.	Approved and permit issued. Board Order 95-78.
18.	Received Special Sewer Permit for Kenneth Niemeyer prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer known as Branning Hills, Section I. Maintenance Bond shall be furnished at the time Completion Affidavit is filed.	Approved. Board Order No. 96-78.
19.	Received Change Order No. 1 of T - G Excavating, Inc. in the amount of $232.54 prepared and approved by the Water Engineering Department covered by Water Contract #77-2 - Tillman Road Water Main Adjustments.	Approved and ordered sent to County Council on Tuesday, July 25, 1978 at 8:00 p.m.
20.	Received petition for the installation of sidewalk at 2812 Bowser Street.	Approved and ordered the Street Engineering Department to investigate and report.
21.	Received quotations from the Purchasing Agent for the labor and material for installation of Chain Link Fencing for New Test Lab., 401 East Masterson Street, ARROW FENCE CO. ---------- $5,390.59 R & C FENCE CO. ---------- $5,751.00 GLEAVE CONST. CO. --------- $6,876.80	Through the recommendation of the Purchasing Agent the bid of Arrow Fence Company, Inc. was accepted under Purchase Order No. 0139, dated July 7, 1978, in the amount of $5,390.59. Ordered sent to the Common Council on Tuesday, July 25, 1978 at 8:00 p.m.
22.	Received inspection report frm the Water Pollution Control Enginering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Maintenance Bond in the amount of $1,293.75 signed by American States Insurance Company for Greenvale Addition, Section B Sanitary Sewer.	Approved. Ordered acceptance letter written.
23.	Received partial payment estimate No. 6 of Shambaugh & Son, Inc. in the amount of $5,238.00 prepared and approved by Cole - Matott, Architects, covering electrical work on restoration of "The Old City Hall". (EDA - 06-51-26917).	Approved and ordered paid from LPW II Funds.
24.	Received invoice No. 7 of A. Hattersley & Son, Inc. in the amount of $14,319.00 prepared and approved by Cole-Matott, Architects, covering mechanical construction for Old City Hall Renovation (EDA 06-51-26917).	Approved and ordered City Controller to pay invoice No. 7 of A Hattersley & Sons, Inc. in the amount of $14,319.00. Also, ordered $1,591.00 paid to the A. Hattersley & Sons, Inc Escrow Account at Anthony Wayne Bank.

25. Received Invoice No. 7 of W. A. Sheets & Sons, Inc. in the amount of $40,326.30 prepared and approved by the Cole-Mattot, Architects, covering general construction for Old City Hall Renovation. (EDA 06-51-26917).	Approved and ordered City Controller to pay invoice No. 7 of W. A. Sheets & Sons, Inc. in the amount of $40,326.30. Also pay $4,480.70 to W. A. Sheets & Sons, Inc. Escrow Account at Indiana Bank & Trust Company. Payments to be made from LPW II.
26. Received Invoice No. 2 of Winzeler Excavating Co., Inc. $41,081.18 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 298-1977 - Rothman Road - Maplecrest Road Sanitary Interceptor Sewer, Phase I.	Approved Invoice No. 2 and ordered City Utilities to pay amount of $41,081.18. Also, ordered $4,893.10 paid to Winzeler Excavating, Co., Inc. Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Pollution Control Utility Fund.
27. Received Invoice No. 9 of John Dehner, Inc. in the amount of $165,477.53 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-1977 - North Maumee Interceptor, Section I. Payment is for the period of June 1, 1978 to June 30, 1978.	Approved Invoice #9 and ordered City Utilities to pay amount of $165,477.53. Also, ordered $18,386.39 paid to John Dehner, Inc. Escrow Account at Lincoln National Bank. Payments from WPC Utility Fund.
28. Received Invoice No. 6 of John Dehner, Inc. in the amount of $17,326.63 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-1977 - North Maumee Interceptor, Section II. Payment is for the period of June 1, 1978 to June 30, 1978.	Approved Invoice No. 6 and ordered City Utilities to pay amount of $17,326.63. Also, ordered $1,925.18 paid to John Dehner, Inc. Escrow Account at Lincoln National Bank. Payments are to be made from Water Pollution Control Utility Fund.
29. Received Invoice #1 of Schmidt Electric, Inc. in the amount of $16,009.60 prepared and approved by the Street Lighting Engineering Department covering Street Lighting Resolution No. 123-1977 - Springwood Addition.	Approved and ordered paid from account No. 34-429-001.
30. Received Invoice No. 6 of T & F Const. Corp. in the amount of $195,590.76, prepared and approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signals.	Approved and ordered amount of $195,590.76 paid to T & F Const. Corp. by the City Controller. Also ordered T & F Const. Corp. Escrow account at Indiana Bank & Trust Company paid the amount of $21,732.31. Payments are to be made from the LPW II Fund.

31. Received Invoice No. 1 of Howard Needles Tammen & Bergendoff (Steeg Division) in the amount of $9,348.78 prepared and approved by City Utilities' General Superintendent for professional engineering services performed in connection with the preparation of Task I of hase A - Aeration Process Efficiency Upgrading to 42 MGD in conjunction with Wastewater Treatment Plant in accordance with Agreement for Engineering Services dated March 20, 1978 --- Article 3.

Approved and ordered paid from Water Pollution Control Utility Fund by City Utilities.

32. Received Street Lighting Resolution No. 131-1978, final plans, estimate, specifications and property ownership list, prepared by the Street Lighting Engineering Department for the following:

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light Lakewood Park, more specifically defined as Interlaken Drive from Bluffton Road to Donna Drive, Fairoak Drive from the southwest property line of Lot 42, Wm. May Addition Section "B" to Donna Drive, Lakewood Drive from Donna Drive to Reserve Line Road, Maywood Circle from Reserve Line Road to Donna Drive, Donna Drive from Reserve Line Road to Maywood Circle, Reserve Line Road from Maywood Circle to its northern terminus all in accordance with the drawing and specifications on file in the Office of the Department of Public Works of said City; and such lighting is now ordered. This improvement resolution is ordered pursuant to I.C. 18-1-6-15 and/or 19-5-24.

A maximum cost of $0.02 per square foot shall be assessed upon the real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Property Owners July 14, 1978 and July 21, 1978.

Hearing on Confirmation Thursday, August 3, 1978 at 3:30 p.m.

Notices to be mailed on July 21, 1978.

33. Received a request from Paul Bercot, 3838 Mobile, for permission to barricade Freeman Street between Banks and Covington Roads on July 19, 1978 thru July 22, 1978 from 8:00 a.m. until finished. PURPOSE: Repair sewer lines through this area.

Approved and permit issued.

Meeting adjourned at 11:05 a.m.

Henry R. Richardson

Edward J. Inman

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, July 12, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meeting held on Monday, July 10, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

2319 Brooklyn ---------- Gerhard Hofmann
5724 Roaring Fork Run ----- Frontier Homes, Inc.
5730 Roaring Fork Run ----- Frontier Homes, Inc.

4. Received street cut applications: — Approved and permits issued.

4517 Arrow Drive (prktrp)------- City Util.
2218 N. Glendale --- "
2827 Inwood (prkstrp) --- "
1132, 1138 and 1146 Kinsmoor --- A. Tilbury
6110 Landover Place --- NIPSCO
701 Madison --- City Util.
Oakland & Archer --- "
Paulding Rd. e/o U.S. 27 S. --- I & M
1940 Third --- City Util.
933 E. Wayne (alley) --- NIPSCO
1729 College --- "

5. Received a request from Quick Action Sewer Service, 2920 Winter Street, for permission to barricade alley behind 3701 Gaywood on Wednesday, July 12, 1978 thru Thursday, July 13, 1978 from 7:00 a.m. till 5:00 p.m.
PURPOSE: Sewer repair. — Approved and permit issued.

6. Received a request from Lakewood Park Association (Mrs. Hetrick) 6233 Donna Road, for permission to barricade Donna Road from Maywood to Interlaken on Friday, July 21, 1978 from 5:00 p.m. till 10:00 p.m.
PURPOSE: Block Party. — Approved and permit issued.

7.	Received a request from True Love Baptist Church (Sandra Jones), 1010 E. Pontiac Street, for permission to hold a parade on Sunday, July 30, 1978 from 4:00 p.m. till 5:00 p.m. Route to be traveled: Wallace Street to Hanna to Rudisill to Anthony to Pontiac Street. Approximately 150 persons and 50 vehicles. PURPOSE: Ground breaking ceremony at new land site.	Approved and permit issued.
8.	Received a request from Marilyn Chapman, 1715 Meridian, for permission to barricade the 1700 block of Meridian from Huffman to Putnam on Saturday, August 26, 1978 from 4:00 p.m. till 10:00 p.m. PURPOSE: Block Party.	Approved and permit issued.
9.	Received Invoice No. 8 of H.N.T. & B. - H. B. Steeg & Associates, Inc. in the amount of $1,530.00 for professional engineering services performed in connection with the preparation of Volume I of the Operation and Maintenance Manual - STORM WATER TREATMENT FACILITIES AND SLUDGE LAGOON FACILITIES. Billing is in accordance with Agreement dated April 15, 1975. Project C-180538	Approved and ordered City Utilities to pay invoice in the amount of $1,530.00 from Water Pollution Control Utility Fund.
10.	Received Invoice No. 9 of H.N.T. & B. - H. B. Steeg & Associates, Inc. in the amount of $2,700.00 for professional engineering services performed in connection with the preparation of Volume II of the Operation and Maintenance Manual - WATER POLLUTION CONTROL PLANT ADDITIONS. Billing is in accordance with Agreement dated April 15, 1975.	Approved and ordered City Utilities to pay invoice in the amount from Water Pollution Control Utility Fund.
11.	Received real estate lease between the City of Fort Wayne and St. Joe Athletic Club, Inc. for lease for the following starting August 1, 1978 to July 31, 1980: Part of Lot 2 Wells Reserve; which parcel of real estate lies south of Tennessee Avenue, east of McAfee Street, west of Griswold Street and north of the 12.5 feet alley running east to west and north of Lots 29 through 36 inclusive in Fairview Place Addition in the City of Fort Wayne, Indiana.	Approved and on file in the Board of Public Works.

12. RESOLUTION NO. 66-88-12

WHEREAS, the Board of Public Works on January 4, 1978, accepted proposals for the Fort Wayne Cable Communications System as provided by Ordinance G-27-77; and

WHEREAS, by Ordinance G-78-06-37, the Common Council of the City of Fort Wayne on July 11, 1978, awarded a non-exclusive franchise to Citizens Cable of Fort Wayne, Inc. for a period of fifteen years.

NOW, THEREFORE, the Board of Public Works hereby awards said franchise to Citizens Cable of Fort Wayne, Inc. subject to filing with the City Attorney of the City of Fort Wayne acceptance by franchisee within twenty (20) days after approval of Ordinance G-78-06-37 by the Mayor of the City of Fort Wayne, and subject to franchisee filing necessary bonds as outlined in Ordinance G-27-77

Adopted and approved July 12, 1978.
A true copy is incorporated herein.

Meeting adjourned at 11:15 a.m.

Henry P. Wehrenberg

Ethel W. LaMar

Max A. Scott
BOARD OF PUBLIC WORKS

ATTEST:
Ursula Miller
Secretary and Clerk

Monday, July 17, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

Approved and permit issued.

2117 Busche Dr. ---------- A. D. Delagrange
3931 So. Clinton ---------- A. Tilbury
214 E. Corwin Lane ---------- Lebrato Bros.
1802 Duprey ---------- Gustin Homes

4. Received driveway applications:

Approved and permit issued.

6203 Goodfellow Dr. --------- Stylemaster Mfg. Co.
6206 Goodfellow Dr. --------- Stylemaster Mfg. Co.
3333 Paulding Rd. ---------- David Spaulding

5. Received street cut applications:

Approved and permit issued.

Barr bet. Berry & Wayne ------ BERCOT-GIBSON
1101 Broadway - CITY UTIL.
3310 N. Clinton - EARL BAKER
1427 Lofton Way - NIPSCO
5724 Milford Ct. - "
3205 Northrop - CITY Util.
2003 St. Marys - NORTH SIDE PLUMB.
5421 Smith (prkstrp) - CITY UTIL.
Along Trick Ave. (Kentland and extending 178' West - NIPSCO "
S/o Winchester Rd. w/o Baer Field Thruway - IND. & MICH. ELEC.
4017 Central - NIPSCO
4219 Central - "
3721 Lillie - "
7102 S. Anthony on Seddlemeyer -D & P Plumb,

6. Received a request from East Wayne Center, 801 E. Wayne, for permission to barricade Francis between 800 block of Wayne and Berry on July 18, 1978 from 12:00 noon until 4:00 p.m.
PURPOSE: Recreation for children.

Approved and permit issued.

7.	Received a request from Southern Heights Baptist Church (Otha Oden) 2901 Warsaw, for permission to hold a parade on Saturday, July 29, 1978. Route to be traveled: South on Warsaw to Oxford, East on Oxford to Gaywood, North on Gaywood to Weisser Park through Weisser Park to Hanna, North on Hanna to Colerick, West on Colerick to Warsaw and North on Warsaw back to church, Southern Height Baptist Church. Approximate number of persons : 75; Approximate number of dogs: 10; and about 25 bicycles. PURPOSE: Vacation for Bible School.	Approved and permit issued.
8.	Received a request from William Nobis, 3702 Rupp Drive, for permission to barricade Kirkfield from Trier Road, south to Dalewood on Wednesday, July 19, 1978 from 7:00 a.m. till 4:00 p.m. PURPOSE: Remove a city of Fort Wayne pumping station.	Approved and permit issued.
9.	Received a request from Brooks Construction Company, 1123 Barthold, for permission to barricade Columbia Street between Harrison and Calhoun on Wednesday, July 19 thru Wednesday, November 1, 1978 starting at 7:00 a.m. PURPOSE: Reconstruction of the city streets and sidewalks.	Approved and permit issued.
10.	Received a request from Timbuktu Production Company, 3008 S. Lafayette, for permission to barricade Gay Street between Lewis and Hugh Streets on Friday, July 28, 1978 from 6:00 p.m. until 10:00 p.m. PURPOSE: Ice Cream Social and block party.	Approved and permit issued.
11.	Received a request from Paul Stombeck, 230 W. Sherwood Terrace, for permission to barricade Sherwood Terrace from Harrison to Hoagland on Saturday, August 5, 1978 starting at 10:00 a.m. PURPOSE: Block party.	Approved and permit issued.
12.	Received a request from Charles Clear, City Asphalt Plant, 1701 Lafayette, for permission to barricade Winch Street from Maumee to Warren on Sunday, August 27, 1978 starting at 7:00 a.m. until midnight. PURPOSE: Moose Picnic.	Approved and permit issued.
13.	Received Contract, Guaranty and Liability Bonds of Carrington & Associates, Inc. in the amount of $5,472.10 prepared and approved by the Street Engineering Department signed by Firemen's Insurance Company of Newark, N. J. for Resolution No. 5800-1978 to construct sidewalk and curb at 1436 S. Anthony Boulevard.	Approved. Ordered sent to the Common Council on Tuesday, July 25, 1978 at 8:00 p.m.

14. Received quotations from the Purchasing Agent for the proposed blanket purchase for August 1, 1978 thru July 31, 1979 for liquid aluminum sulfate for the Water Pollution Control Plant:

ALLIED CHEMICAL ----------$0.50646/lb.
$91,65/ton

AMERICAN CYANAMIDE ----------$0.04566/lb.
$91.32/ton

Through the recommendation of the Purchasing Agent the bid of American Cyanamid Company in the amount of $0.04566/lb. was accepted under Purchase Order #B-0133, dated July 6, 1978.

Ordered sent to the Common Council on Tuesday, July 25, 1978 at 8:00 p.m.

15. Received Improvement Resolution No. 5809-1978, final plans, estimate and specifications prepared and approved by the Street Engineering Department for improving curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides and curb, sidewalks, catch basins and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides). This will be known as Hanna-Creighton Impact Area, Phase II. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors July 21 and July 28, 1978.

Receive bids on Wednesday, August 2, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

16. Received Sidewalk Curbface Resolution No. 5810-1978, final plans, estimate, specifications and property ownership list, prepared by the Street Engineering Department for constructing curbface sidewalk on Mpale Place from the west property line of Lot #1 Maple Place Addition to 10' north of south property line of Lot #2, Maple Place Addition to a width of five feet in accordance with City plans and specifications. (2521 and 2525 Maple Place).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors, July 21 and July 28, 1978.

Receive bids on Wednesday, August 2, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

17. Received Improvement Resolution No. 5811-1978, final plans, estimate and specifications prepared by Street Engineering Department for constructing sidewalk on the south side of Wallace Street from Lafayette Street east 202 feet; and on the east side of Lafayette Street from Wallace Street south 164 feet. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors July 21 and July 28, 1978.

Receive bids on Wednesday, August 2, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

18. Received Special Street Permit for construction of Shamrock Road in Broadview Terrace Extended, Section I prepared and approved by the Street Engineering Department.

Approved and permit issued.

19. Received Special Street Permit for construction of Sandra Lee Avenue in Broadview Terrace Extended, Section I prepared and approved by the Street Engineering Department.

Approved and permit issued.

20. Received Street Dedication by Abner E. Crosby and the City of Fort Wayne, Indiana, whereby they convey to Board of Commissioners of Allen County, Indiana, the following parcel of land:

"a part of a 5.63 acre tract in said Northeast Quarter, conveyed to the Board of Public Works of the City of Fort Wayne, Indiana, in a deed recorded at Deed Record 647, pages 546 and 547 in the Office of the Recorder of Allen County, Indiana.

Approved.

21. Received Invoice #2 of Weigand Construction Company, Inc. in the amount of $48,780.00 prepared and approved by Martindale, Tourney, Gibson, Inc., Architects, for general construction of Humane Shelter, Fort Wayne, Indiana.

Approved and ordered paid from LPW- II by the City Controller.

Also ordered $5,420.00 paid to Weigand Construction Escrow Account at Indiana Bank & Trust Company.

22. Received Invoice #4 of Rieth-Riley Construction Company, Inc. in the amount of $27,017.63 prepared and approved by the Street Engineering Department covered by Resolution No. 5767-77 - Clinton Street from Barr Street to Superior Street.

Approved.

Ordered invoice sent to Indiana State Highway Commission, attention of W. J. Ritman, Chief of Construction, 1313 State Office Building, Indianapolis, Indiana, 46204, in reference to agreement, order No. 77022263, appropriation account No. 400-840.644.

23. Received Invoice #3 of Spears-Dehner, Inc. in the amount of $62,646.21 prepared and approved by the Street Engineering Department covered by Improvement Resolution No. 5797-78 - Jefferson, Maumee and Washington Project.

Approved and ordered $62,646.21 paid from LRS Account

Original sent to Chief ISHC for reimbursement to City.

Also ordered $6,960.69 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.

24. Received Invoice #2 of Spears-Dehner, Inc. in the amount of $49,265.48 prepared and approved by the Water Pollution Control Engineering Department covered by Sewer Resolution No. 298-77 - Rothman - Maplecrest Road Sanitary Interceptor, Phase II.

Approved Invoice #2 of Spears-Dehner, Inc. paid by City Utilities.

Also ordered $5,473.94 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Turst Company.

Payments are to be made from the Water Pollution Control Utility Fund.

25. Received Invoice #6 (FINAL) of Siebold-Price

Tree & Landscape Company, Inc. in the amount of $1,607.00, prepared and approved by the Grinsfelder-McArdle, Inc. for Landscaping at the Senior Citzen Center, 300 Block West Main Street.

Approved and ordered paid by Redevelopment Commission.

Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Ken Niemeyer, Inc. for Lake Forest Extension, Section VI Sanitary Sewer.	Approved. Ordered acceptance letter written.
Received a request from Brooks Construction Company for the permission to barricade Columbia Street between Harrison and Calhoun on Wednesday, July 19, 1978 thru November 1, 1978 starting at 7:00 a.m. PURPOSE: Reconstruction of the city street and sidewalks on the "Landing".	Approved and permit issued.
Received a request from Jeff Clark, 402 Violet Court, for permission to barricade 402 Violet and 406 Violet (8 ft. of the street) on Saturday, July 22, 1978 from 8:00 a.m. till completion of job. PURPOSE: Repair sewer line.	Approved and permit issued.
Received Sewer Easement Resolution No. 160-78, final plans, estimate, specifications and property ownership list, prepared by the Water Pollution Control Engineering Department for permanent and temporary sewer easements for condemnation for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of Section 1, Township 31 North, Range 12 East, bounded on the north by a line 800 ± LF south of and parallel to the centerline of Dupont Road; bounded on the east by a line 1320 ± LF west of and parallel to the east line of Section 1, Township 31 North, Range 12 East; bounded on the south by a line 150 ± LF south of and parallel to the East - West centerline of Section I, Township 31 North, Range 12 East; bounded on the west by the line of the Northwest 1/4 of Section I, Township 31 North, Range 12 East. (PINE VALLEY MALL - Dupont Road).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners, July 21 and 28, 1978. Hearing on Confirmation: Thursday, August 10, 1978 at 3:30 p.m. Notices mailed July 28, 1978.
Received Change Order No. 22 of Hagerman-Shambaugh, Joint Bidders, for extension of time of construction 40 work or 57 calendar days. Completion date changes from July 14, 1978 to September 9, 1978 - for Water Quality Control Project - DIVISION I - Water Pollution Control Plant Additions.	Approved.
Received WAIVER of right to have Escrow Funds deposited in interest bearing account from Rieth-Riley Const. Company, Inc. for contract dated December 22, 1977 for the construction of Resolution No. 5767-1977 - Clinton Street from Barr to Superior Streets.	Approved.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Ethel D. LaMar

Mary C. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Secretary and Clerk

Wednesday, July 19, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, July 12, 1978 at 9 a.m. and Monday, July 17, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

Approved and permits issued.

1701 California	----------	Ned Keener
6605 Dumont	---	NuHouse, Inc.
1810 Duprey	---	Gordon Leichty
6506 Durango	---	NuHouse, Inc.
1504 Fisher	---	Leonard Young
4011 S. Harrison	---	Ned Keener
6110 Landover	---	Gordon Leichty
1721 Lofton Way	---	Gordon Leichty
6909 Ordway Dr.	---	NuHouse, Inc.
6925 Ordway Dr.	---	NuHouse, Inc.
3204 Pavillion Court	---	A. D. Delagrange
7020 Peartree Lane	---	A. D. Delagrange
7021 Peartree Lane	---	A. D. Delagrange
7031 Peartree Lane	---	A. D. Delagrange
321 W. State	---	Lauer Const. Co.
2185 Westbrook	---	F. J. Tibbitts
914 Tulip Tree	---	Zumbrum Const.

4. Received street cut applications:

Approved and permits issued.

7102 S. Anthony / Seddlemeyer	-	D & P Plumb.
Barr St. 150' s/o Berry	-	I & M Elec.
5120 N. Bend	-	T & G Excav.
2735 Dodge	-	City Util.
2028 S. Hanna	-	Boyd Plumb
4118 Plaza	-	City Util.
402 - 406 Violet	-	Jeff Clark
1405 E. Wallace	-	R & A Plumb
4206 - 4204 N. Washington	-	Tim Evans Backhoe
Washington & Jefferson	-	NIPSCO
1305 E. Wayne	-	J & G Co.
5700 Wilkie E/o Getz Rd.	-	Gen Tel.
612 S. Calhoun	-	NIPSCO
6322 Centerton Dr. (prkstrp)	-	"
4129 Central	-	"
4130 Central	-	"
2509 Euclid	-	"

6. Received driveway applications:

1216 Garfield	--- Wm. H. Bay
2330 Glenwood	--- Carrington & Assoc.
6446 Maywood Circle	--- Joe Watkins Trenching
1022 Pinehurst	--- R. D. Witmer
5724 Roaring Fork Run	--- Frontier Homes
5730 Roaring Fork Run	--- Frontier Homes
7222 Snowfall Ct.	--- Worthman Homes

Approved and permits issued.

5. RECEIVE BIDS:

Resolution No. 5804-1978 to improve sidewalk, curb, alley approaches and catch basins on Third and Fourth Streets between Sherman Boulevard and Barthold Street; Andrew Street (west side only) between Fourth Street and Spring Street; High Street (south side only) between Sherman Boulevard and Barthold Street; Hefel Street from High Street north to alley; Barthold Street from High to Fourth, (west side only between Third and Fourth Streets) NORTHWEST CENTRAL, Phase III.

CARRINGTON & ASSOC. ------- $83,579.10

L. W. DAILEY ---------- $85,008.35

JOHN DEHNER, INC. --------- $90,889.36

RIETH - RILEY ---------- $81,319.80

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, July 24, 1978 at 9:00 a.m.

7. RECEIVE BIDS:

Resolution No. 5808-1978 to improve and repair cubes, sidewalks and catch basins in an area bounded by Jefferson Street on the north, Hendricks Street on the south, Fairfield Avenue on the east and Broadway Avenue on the west; also known as the WEST CENTRAL COMMUNITY ASSOCIATION IMPACT AREA N.P.I., Phase III.

CARRINGTON & ASSOC. --------$49,417.30

L. W. DAILEY, INC. ---------$54,849.40

RIETH-RILEY ----------$53,628.75

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, July 24, 1978 at 9:00 a.m.

8. Received a request from Street Engineering Department to amend Improvement Resolution No. 5809-1978 by changing "from the north curb line of Pontiac Street to the south curb line of Creighton Street (both sides)." to "from the north curb line of Pontiac Street to the south curb line of Greene Street (both sides)."

Approved amendment.

Ordered copy sent to Community Development and Planning and to Street Engineering Department.

Note: See 66-95-8 for AMENDED.

9. Received Change Order No. 1 of Brooks Construction Company, Inc. in the amount of $3,920.00 prepared and approved by the Street Engineering Department covering work on Resolution No. 5796-1978 - Columbia Avenue - "The Landing".

Approved.

Ordered sent to the Common Council Tuesday, August 8, 1978 at 8:00 p.m.

10. SEWER TAP AGREEMENT REIMBURSTMENT

Permission is hereby granted to the following: (KRUSE HOMESTEAD)

Carl Bauer, 5705 W. Washington Center Road, Lot #1, $104.65; D. L. Heller, 5505 Wald Road, Lot #109, $960.07; Neil S. Land, 5627 W. Washington Center Road, Lot #3, $1,049.65; and Leroy Owens, 5424 Wald Road, Lot #36, $993.72.

Said permission is conditioned upon the payment of the total sum of $4,053.09 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-165-76, dated September 3, 1976, who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with the Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $4,053.09 to Alice Miller Realty, Inc. which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Tap Agreement.

11. Received Permanent Sewer Easement Resolution No. 158-1978, final plans, estimate, specifications and property ownership list prepared and approved by the Water Pollution Control Engineering Department for the condemnation of a permanent easement for the purpose of reconstructing and maintaining a sewer line along and across the Southwest Quarter of Section 29, Township 31, Range 13 East, all of which is totally bounded within Campus Court Addition as recorded by Plat Book No. 26, Pages 42 - 43.

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Property Owners September 1 and 8, 1978.

Hearing on Confirmation Thursday, Sept. 21, 1978 at 3:30 p.m.

Notices to be mailed on September 8, 1978.

12. Received Special Sewer Permit for Edward E. Keller prepared and approved by the Water Pollution Control Engineer for Storm and Sanitary Sewer to construct Tamera Place Addition Storm and Sanitary Sewers. Gene Keller Construction Company will perform the construction work.

Approved and Special Sewer Permits issued.

Board Order #107-78 Storm Sewer
Board Order #109-78 Sanitary Sewer

13. Received Special Sewer Permit for C. A. Lehman & Sons, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as LIMA ROAD - Nelson R. Minnick Sanitary Sewer.

14. Received Grant of Easement from NELSON R. MINNICK whereby he grants, quit-claims and conveys to the City of Fort Wayne a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct and remove a sewer line along and across the following described real property, located in Allen County, State of Indiana, to wit:

The west 14 feet of the east 218.5 feet of the North 187.0 feet of the south 372.0 feet of the Southwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, lying west of the westerly right-of-way line of Lima Road. Together with an easement for access purposes over the south seven feet of the above described tract.

A true copy is incorporated herein.

Ordered sent to the Water Pollution Control Engineering Department for recording and return for our file.

15. Received Grant of Easement from Arthur E. & Ruth M. Coak whereby they grant, quit-claim and convey to the City of Fort Wayne a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line along and across the following described real property, located in Allen County, State of Indiana, to wit:

A part of the southwest quarter of the northwest quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point at the intersection of the south line of said northwest quarter and the westerly right-of-way line of State Road #3; thence west along said south line, 218.5 feet to the point of beginning for the centerline of an easement 14 feet in width; thence by deflection left of 30 degrees - 14 feet, a distance of 340 feet to Manhole #72 on the St. Joe Interceptor as built under Resolution #273.

A true copy is incorporated herein.

Ordered sent to the Water Pollution Control Engineering Department for recording and return for our file.

16. Received Grant of Easement from KENNETH L. MINNICK whereby he grants, quit-claims and conveys to the City of Fort Wayne a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct and remove a sewer line along and across the following described real property, located in Allen County, State of Indiana, to wit:

The West 14 feet of the east 218.5 feet of the South 185.0 feet of the southwest quarter of the northwest quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, lying west of the westerly right-of-way line of Lima Road. Together with an easement for access purposes over the North seven feet of the above described tract.

A true copy is incorporated herein.

Ordered sent to the Water Pollution Control Engineering Department for recording and return for our file.

Meeting adjourned at 10:50 a.m.

Henry P. Wehrenberg

Edward H. DeMont

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, July 24, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G. Scott
Ursula Miller

Received Minutes of Meeting held
on Wednesday, July 19, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

On Court, Berry, Barr and adjoining alleys (St., alleys, sdw.)	-	NIPSCO
Columbia from Calhoun to Harrison	-	Brooks Const.
1930 Ellen	-	City Util.
Reckeweg south of U.S. 14	-	NIPSCO
3206 Stepping Stone Lane	-	"
716 E. Wayne (sdw.)	-	MEP Corp.
1830 Wheeler (curbline)	-	NIPSCO
739 W. 4th	-	"
4023 Central	-	"
4125 Central	-	"
E. side of Parnell S/Curdes	-	"
4433 Warsaw	-	"

4. Received driveway applications: — Approved and permits issued.

600 E. State (2) ----------Robt. Houser
321 W. State ----------Lauer Const.

5. Received private sidewalk applications: — Approved and permits issued.

2226 Alabama ----------Emil Holliday
116 Mechanic ----------J. Johnson
133 Washington Center Rd. -Land Excav., Inc.
1809 Duprey Dr. ---------- Shroyer Const.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5804-1978 - Northwest Central Area, Phase III.

Award contract to Rieth-Riley [illegible] for bid in the amount of $81,[illegible] subject to councilmanic approval. Ordered Street Engineer to prepare contract and necessary documents.

6A Received driveway applications: — Approved and permits issued.

3204 Pavillion Ct. -------- A. D. Delagrange
7020 Peartree Lane -------- A. D. Delagrange
7021 and 7031 Peartree Lane - A. D. Delagrange
914 Tulip Tree ---------- Zumbrum Const. Co.
1405 E. Wallace St. ------- S & S Structures, Inc.
2226 Alabama ---------- Emil Holliday

7. AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5808-1978 - West Central Community Assoc. Impact Area N.P.I., Phase III.	Award contract to Carrington & Associates at and for their bid in the amount of $49,417.30 subject to councilmanic approval. Ordered Street Engineering Department to prepare contract and necessary documents.
8. Received Contract, Guaranty and Liability Bonds of Brooks Construction Company, Inc. in the amount of $150,840.00 prepared by the Street Engineering Department signed by American States Insurance Company for Improvement Resolution No. 5796-1978 - curbs, sidewalks and resurfacing of Columbia Street between Calhoun and Harrison Streets.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
9. Received Contract, Guaranty and Liability Bonds of Hipskind Asphalt Corporation in the amount of $76,459.60 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Improvement Resolution No. 5801-1978 - to improve and repair curbs, sidewalks and catch basins in area known as East Central Community Assoc. Impact Area N.P.I., Phase III.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
10. Received Contract, Guaranty and Liability Bonds of Hipskind Asphalt Corporation in the amount of $97,065.50 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Improvement Resolution No. 5802-1978 for improving area known as Nebraska Area Phase III.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
11. Received Contract, Guaranty and Liability Bonds of L. W. Dailey, Inc. in the amount of $6,965.40 prepared and approved by the Street Engineering Department signed by St. Paul Fire & Marine Ins. Company for Resolution No. 5803-1978 for draining, curbing, grading and paving at fronting property at 3704 and 3710 Vance Avenue.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
12. Received Change Order NO. 21 of Hagerman-Shambaugh - Joint Bidders - in the amount of $83,471.27, prepared and approved by H.N.T. & B. - Henry B. Steeg & Associates Division., for Qaulity Control Project, Division I, Water Pollution Control Plant Expansion.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.

13. Received Change Order No. 1 of Hipskind Asphalt Corporation in the amount of $1,611.75, prepared and approved by the Street Engineering Department covered by Resolution NO. 5770-1977 - St. Joe Boulevard - partially replace sidewalks and replace 100% curbs.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
14. Received a petition for the construction of new curbing along east portion of Lot #378 - Avondale Addition - the east 92 feet of lot.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order No. 111-78.
15. Received a petition for the construction of curbing next to 823 Kinsmoor (small piece) (wants cost estimate). Board Order 52-78 is for 823 Kinsmoor.	Approved. Ordered Street Engineering to prepare cost estimate. Board Order No. 112-78.
16. Received a petition for the construction of curbing at 3900 block of South Clinton Street (3923 to 3927 Clinton inclusive).	Approved. Ordered Street Engineering to prepare cost estimate. (WAIVER RECEIVED) Board Order No. 113-78.
17. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water --- $3,119.77 and Sewer --- $2,165.40 (total $5,285.17)	Approved.
18. Received Invoice No. 2 of Hipskind Asphalt Corporation in the amount of $20,523.21 prepared and approved by the Street Engineering Department covered by Resolution No. 5770-1977 - Sidewalk and curb on St. Joe Boulevard from Forest to State Street.	Approved and ordered paid from Account 28-881-999 encumbered. (P.O. 03879).
19. Received Partial Payment Estimate No. 6 of Hagerman Construction Corporation in the amount of $48,830.40 prepared and approved by McNamee, Porter and Seeley, Consulting Engineers, for Contract 77-W-1 - Water Works Improvements - Wash Water Retention Basin	Approved. Ordered City Utilities to pay invoice from the Water Utility Fund. Also, ordered Hagerman Construction Corporation Escrow Account at Lincoln National Bank & Trust Company paid the amount of $5,425.60.
20. Received Invoice of Carrington & Associates in the amount of $210.00 prepared and approved by the Street Engineering Department covering removal and replacement of 6" x 6" curb on steel stirrups adjacent to Franks Nursery on South Anthony Boulevard.	Approved and ordered paid from Purchase Order NO. 4-00163.

21. Received Acceptance Agreements on Project No. EPA-C-180538-01, Water Quality Control Project - Division I - Water Pollution Control Plant Expansion as recommended by H.N.T & B. - Henry B. Steeg and Associates Div. and accepted by Hagerman - Shambaugh, (Joint Venture):

(a) 2 New Fischer Porter Magnetic Flowmeters 4" Sludge Recirculation at Digesters Item D11-45

(b) 1 New Raw Sludge Pump and Motor (Pump #2) Spec Section D-11-37

(c) 4 New 6" Dezurik Motor Operated Plug Valves Tag #A - 10, 11, 12, 13 (Waste Sludge) Section D-12

(d) Sanitaire Aeration Headers & Diffusers Aeration Tanks 1, 2 and 3 Section D11-6

(e) 9 New Pratt Motor Operated Aeration Butterfly Valves in New Blower Building
4 - 24" Discharge Tag B-5, 6, 7 & 8
5 - 30" valves Tag 8-1, 2,3, 4 & 9

Approved.

Warranty and guarantees established as follows:
(a) March 1, 1978
(b) March 1, 1978
(c) March 1, 1978
(d) March 1, 1978
(e) August 8, 1977.

22. Received Partial Payment Estimate No. 40 of Hagerman-Shambaugh (Joint Bidders) in the amount of $122,680.47, prepared and approved by Henry B. Steeg & Associates, Div. of H.N.T. & B. for the period of May 26, 1978 to June 30, 1978 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.

Approved and ordered invoice #40 of Hagerman-Shambaugh in the amount of $122,680.47 paid by City Utilities.

Also, ordered amount of $6,456.87 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank.

Payments are to be made from the Water Pollution Control Utility Construction Fund.

23. Received Invoice No. 40 of Howard Needles Tammen & Bergendoff - Steeg Division in the amount of $1,727.21 for general engineering Water Quality Control Project - Division I Water Pollution Control Plant Additions - Federal Project No. C-180538-01.

Approved and ordered City Utilities to pay from Water Pollution Control Utility Fund.

24. Received a request from McNamee, Porter and Seeley to readvertise for bids on Water Contracts 77-W-2, 77-W-3 and 77-W-4 and to receive bids on August 9, 1978 at 10:00 a.m.

Approved.

Advertise, Notice to Contractors on July 27, 1978 and August 4, 1978.

Receive bids on Wednesday, August 9, 1978 at 10:00 a.m.

Meeting adjourned at 11:45 a.m.

Henry P. Wehrenberg

Mary J. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Wednesday, July 26, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, M. G Scott
Ursula Miller

Received Minutes of Meeting held at 9:00 a.m. on Monday, July 24, 1978.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

2226 Alabama ---------- Emil Holliday
6426 Dumont ---------- Kirk Scheeler
5716 Lancashire ---------- Sam. Schwartz
5720 Lancashire Ct. ---------- Sam. Schwartz
5724 Lancashire ---------- Sam. Schwartz
5728 Lancashire Ct. ---------- Sam E. Schwartz
1614 Lofton Way ---------- Kirk Scheeler
7010 Peartree Ln. ---------- A. D. Delagrange
1110, 1107 Springbrook -------A. D. Delagrange
1210 E. State ----------E. Holliday

4. Received street cut applications: — Approved and permits issued.

2008 S. Calhoun	---	NIPSCO
1729 College	---	"
2509 Euclid	---	"
6002 Highgate	---	City Util.
3721 Lillie	---	NIPSCO
N/W cor. Roy & Reynolds	---	GEN. TELE.
W/S of Wallace St.	---	"
3121 Stepping Stone Lane	---	NIPSCO
S. Wayne /701 Kinnaird	---	"
1918 S. Harrison	---	"
1118 S. Harrison	---	"
6007, 6012 and 6024 Calico	--	"
4017, 4129 & 4219 Central	---	"
6104 Chicory Dr.	---	"
5100 Distribution	---	Shambaugh & Son
2917 Euclid (alley)	---	"
2134 Gay	---	"
1431 Hayden	---	"
616 Kinsmoor	---	"
2711 New Haven	---	"
814 Northwood	---	"

3203, 3204, 3212 and 6134 Pavillion	---	NIPSCO
3409 - 3411 Shoaff Pk. River Dr.	-	"
Ridgewood at Parnell	-	"
1320 Summit (alley)	-	"
115 Third	-	"
Trier Rd. at Daveway	-	"
1309 E. Wayne (alley)	-	"
736 E. Wayne (alley)	-	"
1206 W. Wildwood	-	City Util.
1118 S. Harrison	-	"
1401 Fairfield	-	"

5. Received a request from Thomas Meehan, 5834 Abbott, for permission to barricade 120 W. Rudusill (alley running along side the building on July 26 to July 29, 1978 from 8:00 a.m. to 3:00 p.m.
PURPOSE: Painting a doctor's office (the ladders block the alley so barricades are necessary.

Approved and permit issued.

6. Received a request from Paul Bercot Const. Company, 3838 Mobile, for permission to barricade Covington Road from Freeman EAst for three blocks on July 26 thru July 29, 1978 from 8:00 a.m. to 3:00p.m.
PURPOSE: Sewer repairs.

Approved and permit issued.

7. Received a request from Mary Crooms, E. Wayne Center, for permission to barricade Francis Street between Wayne and Berry Streets on Wednesday, July 26, 1978 from 1:00 p.m. till 3:30 p.m.
PURPOSE: Recreation.

Approved and permit issued.

8. Received a request from Jo Treace, 2811 Wane Lane, for permission to barricade the end of Wane Lane at Lindenwood and one at Romane and Coventry on Sunday, July 30- 1978 from 12:30 p.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

9. Received a request from George Cook, 1711 Florida Drive, for permission to barricade Florida Drive between Nevada and Vermont on Saturday, August 12, 1978 from 4:00 p.m. till 9:00 p.m.
PURPOSE: Block Party.

Approved and permit issued.

10. Received request from Street Engineer to amend Resolution No. 5809-1978 Hanna-Creighton Impact Area, Phase II by changing completion date from September 15, 1978 to October 30, 1978.

Approved Amendment. Ordered Street Engineering Department to issue Addendum No. 1 including revised completion date to all bidders.

11. Received AMENDED plat of Seneca Hills, Section II approved and submitted by the City Plan Commission.

Approved.

12.	Received Improvement Resolution No. 5812-1978, final plans, estimate and specifications, prepared and approved by the Street Engineering Department for improving by repair and replacement of curb, sidewalks and catch basins as needed in an area bounded by Colerick Street on the north, Drexel Avenue on the south, the alley lying between Holton and Reed on the west and the alley lying between Lillie and Anthony on the east, also known as Oxford Impact Area, Phase III.(CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on August 4 and 11, 1978. Receive bids on Wednesday, August 16, 1978 at 9:00 a.m. Ordered Street Engineering Department to prepare bid documents.
13.	Received Change Order No. G-4 of W. A. Sheets & Sons, Inc. in the amount of $19,940.00, prepared and approved by Cole-Matott, Architects, for General Construction for Restoration of the City Building, "Old City Hall".	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
14.	Received invoice of Carrington & Assoc. in the amount of $3,047.66, prepared and approved by the Street Engineering Department covering Resolution No. 5789-77 for sidewalk removal and repair in Lincolnshire Addition.	Approved and ordered paid from Account 28-881-999 encumbered (P.O. 03885).
15.	Received Invoice #2 of Nobis Construction Company in the amount of $5,942.55 prepared and approved by the Water Engineering Department covering work performed on Contract 77-XP-1 - Getz Road Connecting Feeder Main. (FINAL INVOICE).	Approved. Ordered City Utilities to pay FINAL invoice from the Water Utility Fund.
16.	Received quotation from the Purchasing Agent for the proposed purchase of one (1) Van Type Truck for Water Maintenance & Service Department: NORTHWAY LEASING COMPANY ----- $9,297.75	The bid of Northway Leasing Company was accepted for one (1) 1979 Van Type Truck in the amount of $9,297.75 was accepted under Purchase Order No. 0175 dated July 25, 1978. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
17.	Received a request from Mike Sheenan, 2101 Spy Run Avenue, for permission to barricade Barr Street south of Berry Street (at alley intersection) on July 25, 1978 thru July 29, 1978 from 9:00 a.m. to 3:00 p.m. PURPOSE: Service to historical museum.	Approved and permit issued.

Meeting adjourned at 11:05 a.m.

Henry P. Wehrenberg

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, July 31, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permits issued.

6312 Dumont Dr. ---------- Curt Schuler
6418 Dumont Dr. ---------- Curt Schuler
2422 Maumee -------------- E & L Const.
2333 Westbrook Dr. --------Rudolph Dixie

4. Received street cut applications:

Approved and permits issued.

1618 Benham (prkstrp)----------	City Util.
Calhoun at intersec. of Columbia	NIPSCO
Cook Rd. Springwood Add. (prkstrp)	John Hartman Const.
Cranberry Rd. at Cook Rd.	"
Dalman & Warsaw, S./Dalman	NIPSCO
430 E. Dewald	"
Kinsmoor at Brooklyn	"
Kitch at Maumee	"
Nuttman at Brooklyn	"
1210 Orchard	City Util.
133 E. Washington Center Rd.	Land Excav.
Calhoun & Columbia	NIPSCO
Harrison 10' W./E. curb, 10' S. right-of-way Columbia	"
430 E. Dewald	"
Lindley & Taylor	"
2600 Perth	"
Ardis & Penmoken	City Util.
3703 Arlington	"
3625 Avondale	Golden Rule
5608 Coldwater Rd.	NIPSCO
3626 S. Barr	"
610 S. Calhoun	"
1022 S. Calhoun	"
3601 Holton	"
924 Taylor	"

5. Received driveway applications:

2701 Alma Ave ---------- Don Graber
4501 Avondale ---------- Allstate Paving
5716 Lancashire Ct. ----Adventurous Homes, Inc.
5720 Lancashire Ct. ---- "
5724 Lancashire Ct. ---- "
5728 Lancashire Ct. ---- "
1614 Lofton Way, ----Kirk Scheeler
7010 Peartree Lane ---- A. D. Delagrange
1110 Springbrook Rd. ----A. D. Delagrange
1107 Springbrook --------A. D. Delagrange
900 Webster ----------Schenkel & Sons, Inc.
5612 Wilkie Dr. ---------Silkworth Const. Co.
4128 Woodstock ----------Rasler Const.
2028 S. Hanna St. -------Boyd Plumb.

Approved and permits issued.

6. Received a request from Pastor Staton, 1201 McKee Street, for permission to barricade McKee Street from Oliver to Bowser on Sunday, July 30, 1978 from 7:00 p.m. to 10:00 p.m.
PURPOSE: Church party and movie.

Approved and permit issued.

7. Received a request from Nebraska Neighborhood Association (Vicki Steensma), 1125 Franklin, for permission to barricade Center Street from Huron to Camp Allen basketball court on Sunday, July 30, 1978 from 3:30 p.m. to 8:30 p.m.
PURPOSE: Block party.

Approved and permit issued.

8. Received Hagerman Construction, 403 Strauss Bldg., for permission to barricade 350 Pearl Street on Tuesday, August 1, 1978 starting at 7:00 a.m. (barricade one lane only in entire block).
PURPOSE: Adding to the Perfection Biscuit Co. Building.

Approved and permit issued.

9. Received a request from East Wayne Center, Mary Croombs, 801 E. Wayne, for permission to barricade Francis Street between Wayne and Berry on Tuesday, August 1, 1978 from 12:00 Noon to 4:00 p.m.
PURPOSE: Recreation for children.

Approved and permit issued.

10. Received Acceptance of Franchise from Citizens Cable of Fort Wayne, Inc. which had been filed with the City Attorney as provided for in G-27-77.

Ordered acceptance made a part of Contract with Civil City of Fort Wayne, Indiana.

A true copy is incorporated herein.

11. Received sidewalk Improvement Resolution NO. 5813-1978, final plans, estimate, specifications and property ownership list, prepared by the Street Engineering Department for construction pf sidewalk on Bowser Avenue from the north property line of Lot 50, Schwiers 2nd Addition to the south property line of Lot 50, Schwiers 2nd Addition, also known as 2812 Bowser Avenue, to a width of five feet in accordance with City Plans and Specifications.

WAIVER on Resolution signed by the property owner.

Approved and adopted.
A true copy is incorporated herein.

Advertise, Notice to Contractors, August 4, 1978 and August 11, 1978.

Receive bids on Wednesday, August 16, 1978 at 9:00 a.m.

12. RESOLUTION NO. 66-107-12

WHEREAS, NORTHSIDE REALTY CORPORATION has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, Indiana, to-wit:

The East-West alley from the West right-of-way line of Eade Avenue to the West boundary line of Lot 31 in Eade's Addition, lying between Lots 30 and 31 and Lot 32 in Eade's Addition

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3, Chapter 385 of the Acts of 1963 of the General Assembly of the State of Indiana, Indiana Code Section 18-7-5-46.

Approved.

13. RESOLUTION NO. 66-107-13

WHEREAS, the St. Joe Athletic Club of Fort Wayne, Indiana, have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, Indiana, to-wit:

The East-West alley 12.5 feet wide extending from the East right-of-way line of McAfee Street to the West right of way line of Griswold Drive. Said alley lies between Anderson and Tennessee Streets. Said alley lies south of Part Lot #2 in Wells Reserve and North of Lots #29 thru 31, Inc.

Approved.

14. EMERGENCY RESOLUTION NO. 66-107-14:

WHEREAS, the Board of Public Works deemed it necessary to conduct "Emergency Clean Up" immediately following the Flood Emergency, and

WHEREAS, the City had a valid contract with National Serv-All that provided unit prices;

NOW, THEREFORE, the Board of Public Works hereby that a Flood Emergency did exist and hereby approves Purchase Order No. 0189 to National Serv-All in the amount of $15,053.65.

Ordered City Utilities' General Superintendent to pay said Purchase Order and to seek reimbursement from the Federal Disaster Administration Agency which approved said expense.

15. Received final invoice of T - G Excavating, Inc. in the amount of $7,587.00 prepared and approved by Water Pollution Control Engineering Department covered by Emergency Resolution No. 65-289-7 - Calvary Temple project.

Ordered City Utilities to pay invoice with Purchase Order No. 9935.

16. Received bid tabulation for invitational bids taken by the Street Engineering Department for Ramp Entrances to City-County Building:

JOHN DEHNER, INC. ------ $4,290.70
CARRINGTON & ASSOC. ---- $4,793.30

AWARD CONTRACT TO John Dehner, Inc. for their low bid in the amount of $4,290.70 with completion of work extended to November 1, 1978. P.O. 5070

17. Received bid tabulation for invitational bids taken by Street Engineering Department for replacement of portion of pavement at intersection of Lindenwood Avenue and Shalimar Circle:

CARRINGTON & ASSOCIATES ------ $4,395.25

AWARD contract to Carrington & Associates in the amount of $4,395.25.

Purchase Order No. 00193 is issued for this project.

18. Received bid tabulation for invitational bids taken by the Street Engineering Department for partial replacement of curb and walk at the following areas:

1252 St. Joe Blvd.; 1828 St. Joe Blvd.; 903 Rivermet; 1240 St. Joe Blvd.; 823 Kinsmoor Ave.; 114 Taber; 3944 Wawonaissa Trail; and 4040 Nokomis:

CARRINGTON & ASSOCIATES ----- $4,894.60
Minus 210.00
$4,684.60

AWARD contract to Carrington & Associates in the amount of $4,684.60.

Purchase Order No. 00194 is issued for this project.

19. Received Special Sewer Permit for Meister Development Corporation prepared and approved by the Water Pollution Control Engineering Department for sanitary sewer known as Stoney Creek Professional Village.
Land Excavating, Inc. will perform the construction work.
25% Maintenance Bond is to be furnished at time of acceptance.

Approved and Special Sewer Permit issued.

20. Received bid tabulation for invitational bids taken by the Street Engineering Department for repair of curb damage on Forest Avenue and 2714 West Drive, curb replacement:

CARRINGTON & ASSOCIATES ---- $738.75

AWARD contract to Carrington & Associates in the amount of $738.75.

Purchase Order No. 00195. issued for this project.

21. Received Invoice No. 2 of Howard Needles Tammen & Bergendoff (Steeg Division) in the amount of $40,105.12, prepared and approved by the City Utilities' General Superintendent for Professional Engineering Services performed in connection with the preparation of Tasks 2 through 5 - Phase A in conjunction with the Wastewater Treatment Plant. Billing in accordance with Agreement for Engineering Services dated March 20, 1978 --- Article 3. Invoice covers period of April 15, 1978 through July 7, 1978.

Approved. Ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

22. Received Partial Payment Estimate No. 7 of Shambaugh & Son, Inc. in the amount of $3,249.00 prepared and approved by Cole-Matott Architects covering electrical work for the Restoration of "Old City Hall".

Approved and ordered paid from LPW Round II Fund.

23. Received Partial Payment Estimate No. 8 of A. Hattersley & Sons, Inc. in the amount of $17,532.00 prepared and approved by Cole-Mattot ARchitects covering mechanical construction for the Restoration of "Old City Hall".

Approved and ordered paid from LPW Round II Fund.

Also ordered City Controller to pay $1,948.00 paid to the A. Hattersley & Sons, Inc. Escrow Account at Anthony Wayne Bank.

24. Received a petition for the installation of a water main on Edwards Street and Connett Avenue, south of Covington Road.

Ordered Water Engineering Department to investigate and report.

Board Order No. 117-78.

25. Received a petition for the construction of curbing on McKee Street from Adams on the west to Wayne Trace on the east.

Ordered Street Engineering Department to investigate and report.

Board Order No. 118-78.

26. Received Contract, Guaranty and Liability Bonds of Hipskind Asphalt Corporation in the amount of $262,034.50 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5806-78 for resurfacing and restoring pavement outlined for streets in the 3rd and 4th Councilmanic Districts.

Approved and ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.

27. Received the following quotations from the Purchasing Agent for the proposed purchase of fuel oil and diesel fuel (BLANKET PURCHASE ORDER) for various departments for the period from September 1, 1978 thru August 31, 1979:

Approved and ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.

Vendor:	P.O. #	Item:	Price per Gal.	Est. Gallons	Est. Total Cost
Gladieux Refin.	B-4-02855	#2 Fuel Oil	.4047	30,000	$12,141.00
" "	B-0142	Tank Delivery #2 Fuel Oil	.3747	100,000	37,470.00
" "	"	Transport #1 Fuel Oil	.4197	2,000	839.40
" "	"	#2D Diesel Fuel Transport Del.	.3747	220,000	82,434.00
" "	"	#2D Diesel Fuel Tank Delivery	.4047	4,000	1,618.80
" "	"	Sp. Diesel Mix	.4074	15,000	6,111.00
Indus. Fuel Oil	B-0152	#5 Fuel Oil	.3820	100,000	38,200.00
				ESTIMATED TOTAL BID:-------	$178,684.20

28. Received quotations from the Purchasing Agent for the proposed purchase of one 1979 1/2 Ton Pick-up Truck for the Street Lighting Department:

ALLEN COUNTY MOTORS -------$4,945.55

HEFNER CHEVROLET CO. ------$4,627.36

NORTHWAY CHRYSLER ---------$4,586.00

Through the recommendation of the purchasing agent, the bid of Hefner Chevrolet Co. was accepted under Purchase Order No. 0183, dated July 27, 1978, in the amount of $4,627.36.

Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.

29. Received quotation from the Purchasing Agent for the proposed purchase of one 1979 - 10 cubic yard dump body mounted on Tandem Axle Cab and Chassis:

INTERNATIONAL HARVESTER CO. --- $33,130.00

Approved.

Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.

Accepted under Purchase Order No. 0180 dated July 27, 1978 in the amount of $33,130.00.

30. Received quotation from the Purchasing Agent for the proposed purchase of one cub cadet lawn tractor with attachments for the Water Pollution Control Plant:

ALLEN COUNTY TRACTOR SALES ---------- $2,854.00

BREMER'S, INC. ---------- 2,735.16

MUTTON'S OUTDOOR POWER EUIP. -------- 2,838.00

SCHERER AND MAXFIELD, INC. ---------- 2,800.00

MARKS GARDEN SHOPPE, INC. ---------- 3,000.00

The bid of Scherer & Maxfield, Inc. in the amount of $2,800.00 was accepted under Purchase Order No. 0179, dated July 27, 1978.

Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.

31. Received quotations from the Purchasing Agent for the proposed purchase of one 1979 Dump Tanden Truck, two Dump Trucks - 1979 and three dump bodies and hoists for the Water Pollution Control Maintenance Department:

Approved purchase orders #0184, #0185 and #0186.
Ordered sent to the Commom Council on Tuesday, August 8, 1978 at 8:00 p.m.

P.O. #0184	INTERNATIONAL HARVESTER CO.	(1) 1979 Dump Tandem Truck ----------$21,022.97
P.O. #0185	ALLEN COUNTY MOTORS, INC.	(2) 1979 Dump Trucks Ford F600 ----------$17,934.30
P.O. 0186	THE TRUCK ENGINEERING CO.	(1) Dump Body 1978 and 1978 Hoist and (2) Dump Body 1978 and 1978 Hoist---------- $ 9,202.40

32. Received a request from Paul Zisla, 3305 Webster, for permission to barricade Shawnee from Wildwood to Leith on August 13, 1978, Sunday, from 8:00 a.m. till 7:00 p.m.
PURPOSE: Block Party for Fairfield Association.

Approved and permit issued.

33. Received Special Sewer Permit for Affordable Homes by John Pelkington, prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Custom Sewer Service, Inc. to construct a sanitary sewer known as Sanitary Sewer Extension for Affordable Homes. (L. HUNTINGTON RD. SANITARY SEWER EXTENSION). — Approved and Special Sewer Permit issued.

34. Received a request from Lincoln National Bank (Bill Leming) 116 E. Berry, for permission to hood meters at east end of Freimann Parking Lot on Friday, September 15, 1978 thru Monday, September 18, 1978 from 5:00 p.m. till 10:00 a.m..
PURPOSE: Putting up tent for 10,000 meter run event. — Approved and permit issued.

35. Received a request from Ernest Shirely, 532 Huffman, for permission to barricade Short Street between Huffman and north to alley on Friday, August 4, 1978 from 7:00 p.m. to 10:00 p.m.
PURPOSE: Wedding reception. — Approved and permit issued.

36. Received a request from Keith Hardesty, 532 Huffman Street, for permission to barricade Short Street between Huffman Street - north to the alley on Friday, August 25, 1978 from 7:00 p.m. to 10:00 p.m.
PURPOSE: Wedding reception. — Approved and permit issued.

37. Received a request from Williams-Woodland Park Association (Tom Fuhrman) 2528 Hoagland, for permission to barricade the 300 block of Suttenfield from Webster to Holton on Saturday, August 26, 1978 from 2:00 p.m. to 9:00 p.m.
PURPOSE: Block party. — Approved and permit issued.

38. Received a request from Gary Koch, 112 E. Lexington Court, for permission to barricade Lexington Court from Calhoun east to the alley on Saturday, August 26, 1978 from 8:00 a.m. till 10:00 p.m.
PURPOSE: Block party. — Approved and permit issued.

39. Received a request from Susan Junk, 4402 Avondale, for permission to barricade Senate from Avondale to the first alley west on Monday, September 4, 1978 from 2:00 p.m. till 6:00 p.m.
PURPOSE: Block party. — Approved and permit issued.

Meeting adjourned at 10:50 a.m.

Henry P. Wekenberg

Mary G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula V. Miller
Secretary and Clerk

Wednesday, August 2, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. RECEIVED PRIVATE SIDEWALK APPLICATIONS: — Approved and permit issued.

528 Cook Road ---------- Hartman Const. Co.
908 Hugh ---------- Ray Fair

4. RECEIVED STREET CUT APPLICATIONS: — Approved and permit issued.

2402 Birchwood ---------- City Util.
1102 Burgess -
1919 Clarmarnic -
5617 Cloverbrook (prkstrp)-
1527 Curdes (prkstrp) -
4331 Wayne Trace (prkstrp)-
3019 Waynewood -

5. RECEIVE BIDS: — Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, August 7, 1978 at 9 a.m.

Sidewalk Resolution No. 5809-78 for improving the curb, sidewalks, catch basins and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalk, catch basins and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Greene Street (both sides) - Hanna-Creighton Impact Area, Phase II:

		ALT. "A"
CARRINGTON & ASSOC. ---------	$118,213.50	$18,902.80
RITHE-RILEY CONST. CO.-------	$ 99,063.75	18,812.50

5A. Received driveway applications: — Approved and permit issued.

6312 Dumont ---------- Kirk Scheeler
6418 Dumont --- Kirk Scheeler
1624 Simon --- Michael Kinder & Sons

6. RECEIVE BIDS:
Sidewalk Resolution No. 5810-1978 for constructing curbface sidewalk on Maple Place from the west property line of Lot #1, Maple Place Addition to 10' north of south property line of Lot #2, Maple Place Addition (2521 and 2525 Maple Place):

Referred to the Street Engineering Department for tabulation and report.

Will award contract on Monday, August 7, 1978 at 9 a.m.

CARRINGTON & ASSOCIATES ------- $1,873.00

7. RECEIVE BIDS:
Sidewalk Resolution NO. 5811-1978 for construction of sidewalk on the south side of Wallace Street from Lafayette Street east 202 feet; and on the east side of Lafayette Street from Wallace Street south 164 feet:

Referred to the Street Engineering epartment for tabulation and report.

Award contract on Monday, August 7, 1978 at 9 a.m.

CARRINGTON & ASSOCIATES -------- $9,882.32

RIETH-RILEY CONST. CO. --------- $8,479.20

MEETING HELD AT 10:00 a.m.

8. RECEIVE BIDS:

NO BIDS RECEIVED.

Water Contract No. 77-W-2 - Expansion of Three Rivers Water Filtration Plant:

9. RECEIVE BIDS:

NO BIDS RECEIVED.

Water Contract No. 77-W-3 - Water Works Improvements - St. Joe Dam and Pump Station Additions:

10. RECEIVE BIDS:

NO BIDS RECEIVED.

Water Contract No. 77-W-4 - Centrifugal Pumping Unit, Replace Motor and Impeller and accessories at the St. Joe Dam Pumping Station:

11.	Received Dedication and plat of Tanbark Trails, Section I, submitted and approved by the City Plan Commission.	Approved.
12.	Received plat of Tanbark Trails, Section I submitted and approved by the City Plan Commission.	Approved.
13.	Received plat of Windsor Woods, Section I submitted and approved by the City Plan Commission.	Approved.
14.	Received plat of Tanbark Trails, Section II submitted and approved by the City Plan Commission.	Approved.
15.	Received plat of Windrift, Section I submitted and approved by the City Plan Commission.	Approved.
16.	Received request from Robert L. Meister to defer assessment of $11,437.53 for Woodmont, Section 5, into three payments, $3,812.51 upon City's acceptance; $3,812.51 six months later and the final payment of $3,812.51 six months later.	Approved.
17.	Received Contract, Guaranty and Liability Bonds of Dailey Asphalt Products Co., Inc. in the amount of $218,372.50 prepared by the Street Engineering Department for Improvement Resolution No. 5805-1978 - for improving by resurfacing and restoring pavement in the 1st and 2nd Councilmanic Districts.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
18.	Received Contract, Guaranty and Liability Bonds of Dailey Asphalt Products Co., Inc. in the amount of $174,,753.50 prepared by the Street Engineering Department for Improvement Resolution No. 5807-1978 - for improving by resurfacing and restoring pavement in the 5th and 6th Councilmanic Districts.	Approved. Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.
19.	Received Special Sewer Permit for North Eastern Construction Company, Inc. prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer known as Windrift, Section I. 25% bond is to be furnished before acceptance.	Approved and permit issued.
20.	Received Special Sewer Permit for Woodmont Realty, Inc. prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer known as Woodmont, Section 5. 25% bond is to be furnished before acceptance,	Approved and permit issued.
21.	Received Invoice No. 1 of Bercot, Inc. in the amount of $26,982.00 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 300-1977 - Washington Center Road Lift Station Elimination, Phase I Alternate.	Approved. Ordered City Utilities to pay invoice from the Water Pollution Control Utility Funds.

22. Received Invoice of Bercot, Inc. in the amount of $42,300.00 approved by the Water Pollution Control Engineer and General Superintendent of City Utilities covering work on Emergency Repair Sewer Old Fort Site - Res. 65-289-7. (FINAL PAYMENT).

Approved and ordered paid from Purchase Order No. 9936. by City Utilities.

23. Received Invoice of Bercot, Inc. in the amount of $74,255.00 approved by Water Pollution Control Engineer and General Superintendent of City Utilities covering work on Emergency Flood Res. 65-284-9 - Deister Machine Company. (THIS IS INVOICE #1).

Approved and ordered paid from Purchase Order No. 9992. by City Utilities.

24. Received Invoice No. 8 of W. A. Sheets & Sons, Inc. in the amount of $40,185.00, prepared and approved by Cole-Matott, Architects, covering work performed for general construction for Restoration of "Old City Hall".

Approved and ordered City Controller to pay invoice No. 8 of W. A. Sheets & Sons, Inc. in the amount of $40,185.00.

Also pay $4,464.20 to W. A. Sheets & Sons, Inc. Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from LPW II.

25. Received Acceptance Agreements on Project No. EPA-C-180538-01 Water Quality Control Project - as recommended by H.N.T & B - Henry B. Steeg and Associates Div. and accepted by Hagerman-Shambaugh, (Joint bidders):

(a) 5 new pneumatic operated eccentric plug valves, primary sludge. Per Change Order No. 14, Item 7.

(b) 1 BIF supernatant venture flowmeter. Spec. Item D11-46.

(c) BIF digested sludge venturi flowmeter. Spec. Item D11-46.

(d) 1 42" Butterfly valve in 42" buried air main, change order No. 16, item 4.

(e) 1 grit collector drive unit, south influent channel. Spec. item D11-31.

(f) 1 grit collector drive unit, north influent channel. Spec. item D11-31.

(g) 1 raw sewage pump by Wemco (pump only). #1 pump (east). Spec. item D11-37.

Approved.

Warranty and guarantees established as follows:

(a) January 15, 1978
(b) January 27, 1977
(c) February 21, 1978
(d) August 8, 1977
(e) August 27, 1976
(f) Sept. 15, 1977
(g) October 20, 1976.

26. Received a petition for the replacement of sidewalk in front of property at 1114 Kinnaird Avenue.

Approved.

Ordered the Street Engineering Department to investigate and report. WAIVER received. Ordered resolution, etc.
Board Order No. 123-78.

27. Received a petition for the construction of curbing and part of sidewalk at 805 Kinsmoor Avenue.

Approved and ordered Street Engineering Department to investigate and report.

Board Order No. 122-78

28. Received a petition for the re-construction of east-west alley between South Wayne Avenue and Indiana Avenue and Wildwood Avenue and Cottage Avenue all in accordance with City Specifications.

Approved and ordered preliminary cost estimate.

Board order No. 124-78.

29. Received a petition for the repair or reconstruction of existing combination sewer to alleviate possible cuts in new alley construction using TV camera. Same location as paragraph #28 above.

Approved and ordered Water Pollution Control Engineering Department to investigate and report.

Board Order No. 125-78.

30. Received a request from Shirley Dowdall, 801 Maumee, for permission to barricade Harmar Street at Washington and Maumee Avenue at King Street on Sunday, September 10, 1978 between 4:00 p.m. till 8:00 p.m.
PURPOSE: Grand Opening of new show.
(will be holding a fashion show at park).

Approved and permit issued.

Meeting adjourned at 10:50 a.m.

Edward V. LaMar

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and

Thursday, August 3, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION:

Street Lighting Improvement Resolution NO. 131-1978:

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light Lakewood Park, more specifically defined as Interlaken Drive from Bluffton Road to Donna Drive, Fairoak Drive from the southwest property line of Lot 42, Wm. May Addition Section "B" to Donna Drive, Lakewood Drive from Donna Drive to Reserve Line Road, Maywood Circle from Reserve Line Road to Donna Drive, Donna Drive from Reserve Line Road to Maywood Circle, Reserve Line Road from Maywood Circle to its northern terminus all in accordance with the drawing and specifications on file in the Office of the Department of Public Works of said City; and such lighting is now ordered. This improvement resolution is ordered pursuant to I.C. 18-1-6-15 and/or 19-5-24.

A maximum cost of $0.02 per square foot shall be assessed upon the real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Continued to Thursday, August 17, 1978 at 3:30 p.m.

Time up to receive remonstrance Monday, August 14, 1978 at 4:30 p.m.

2. Received a request from Lincoln National Bank (Dick Gutton) 116 E. Berry Street, for permission to barricade on Sunday, September 17, 1978 from 1:00 p.m. till 2:00 p.m. and 2:00 p.m. till 3:30 p.m. Main Street from Calhoun to Clinton and North side of Main Street from Clinton to Lafayette, respectively.
PURPOSE: Starting and finishing points for 10,000 meter run (see parade permit which follows).

Approved and permit issued.

3. Received a request from Lincoln National Bank (Dick Gutton), 116 E. Berry, for permission to hold a parade on Sunday, September 17, 1978 from 2:00 p.m. till 3:30 p.m. Approximate number of persons: 1,500 persons. Starting location at Main Street at City-County Building and terminating at Main Street at Fine Arts Building. Route to be traveled: Main St., Columbia - Edgewater - Delta - Columbia - Garfield - Forest Park Blvd., - East Drive, West Drive, Forest Park Blvd., Lake - Columbia - Lake - California - Vermont - Kentucky - Tennessee - St. Joe Blvd., - Columbia - Main Street.
PURPOSE: 10,000 Meter Run (to be an annual event).

Approved and permit issued.

4. Received a request from Statewood Baptist Church, 2208 Coliseum Blvd., North, for permission to hold a parade on Sunday, August 13, 1978 from 4:00 p.m. till 5:00 p.m. Route to be traveled: Start at Church parking lot on State Street - from Coliseum to Reed to Vance to Hobson back to Church parking lot.
PURPOSE: Vacation Bible School.

Approved and permit issued.

5. Received Invoice #2 of Bercot, Inc. in the amount of $138,279.00 approved by the Water Pollution Control Engineer and General Superintendent of City Utilities covering work on Emergency Resolution No. 65-289-7 - Sallie's Alley -1700 block of St. Joe Boulevard.

Approved.

Ordered City Utilities to pay invoice under Purchase Order No. 9974.

Meeting adjourned at 4:40 p.m.

Edward J. LaMar

May A. Dee

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, August 7, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LAMAR, M. G SCOTT
Ursula Miller

Received Minutes of Meetings held on Wednesday, August 2, 1978 at 9 a.m. and Thursday, August 3, 1978 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permit issued.

2717 Busche Dr. ---------- A. D. Delagrange
6111 Landover Place -------- Mishler Bldrs.

4. Received private sidewalk applications: — Approved and permit issued.

2615 Busche Dr. ---------- Cambridge Homes
2623 Busche Dr. ---------- Cambridge Homes
2710 Busche Dr. ---------- Cambridge Homes
1101 Broadway ---------- Hawk Const.
2521 Knollwood Ct. ---------- Cambridge Homes
2528 Knollwood Ct. ---------- Cambridge Homes
6111 Landover Pl. ---------- Mishler Builders
4302 South Park ---------- Ned Keener
3824 Wawonaissa ---------- Ned Keener
114 E. Wayne ---------- Carrington & Assoc.
Blanket permit for West
Central area ---------- Carrington & Assoc.

5. Received street cut applications: — Approved and permit issued.

Coldwater Rd., N. Clinton &
Spy Run Ave ---------- Gen. Tele.
118 - 122 W. Columbia -------- City Util.
N/E Cor. Industrial Rd. &
Coliseum Blvd. ---------- Gen. Tele.
2516 Lillie (prkstrp) -------- City Util.
142' N/St. Mary's River on
Spy Run ---------- Gene. Tel.
4202 N. Washington Rd. ------- Tim Evans
1101 Broadway - NIPSCO
840 Columbia - "
2529 Gay - "
915 Home - "
1323 E. Lewis - "
1810 Lindenwood - "
2500- 2600 Perth - "
3506 Robinwood - "
121 E. Taber - "
2701 Alma - Paul Eickhoff
1101 (alley) Broadway - NIPSCO
3336 Kirkfeld - "
1810 Lindenwood - "

1159 W. Main	-	C. U. Water Maint.
2500 - 2600 blks. Perth	-	NIPSCO
4406 S. Wayne	-	C. U. Water Maint.
2002 Winter	-	"
1702 Winter	-	"
3208 Woodrow	-	"
3012 Broadripple Dr.	-	NIPSCO
2720 John	-	"
5707 Roaring Fork Run	-	"

6. Received final assessment roll prepared by the Street Engineering Department for Curb Improvement Resolution No. 5788-1978 - Lake and Anthony area.

CONFIRMED.

Ordered sent to the Department of Finance.

7. Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5809-1978 - Hanna - Creighton Impact Area, Phase III.

AWARD contract to Rieth-Riley Const. Co. at and for their bid in the amount of $117,876.25 subject to councilmanic approval.

Ordered contract, etc. from Street Engineering Department.

8. Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5810-1978 - Maple Place Addition - 2521 and 2525 Maple Place.

BIDS REJECTED.

9. Received tabulation and recommendation prepared by the Street Engineering Department for Sidewalk Improvement Resolution No. 5811-78 for the construction of sidewalk on the south side of Wallace Street from Lafayette Street east 202 feet; and on the east side of Lafayette Street from Wallace Street south 164 feet.

AWARD contract to Reith-Riley Construction Co. at and for their bid in the amount of $8,479.20 subject to councilmanic approval.

Ordered contract, etc. from Street Engineering Department.

10. Received Improvement Resolution No. 5814-1978, final plans, estimate and specifications, prepared by the Street Engineering Department for improving and repairing curbs, sidewalks and inlets as needed in an area bounded by LaSalle Street on the north, Warsaw Street on the east, Creighton Avenue on the south and Lafayette Street on the west; also known as the LaRez Community Association Impact Area N.P.I., Phase I. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors August 11 and 18, 1978.

Receive bids on Wednesday, August 23, 1978 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

11. Received Special Sewer Permit for North Eastern Construction Company, Inc. prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer known as Tanbark, Section I. 25% Maintenance Bond is to be furnished when completion affidavit is filed.

Approved and permit issued.

12. Received Agreement between the City of Fort Wayne, Indiana, and Bus Huts, Inc. for erection of bus stop shelters at certain bus stop locations in the City of Fort Wayne, Indiana, with such locations being selected in the manner set forth hereinafter. The parties hereto contemplate and intend that approximately 150 or more bus stop shelters shall be erected. Bus Huts, Inc. will initially erect 25 shelters and will only erect additional shelters with Board of Works' approval.

Approved.

Ordered sent to the Common Council on Tuesday, August 8, 1978 at 8:00 p.m.

13. Received Change Order No. 1 of T - G Excavating, Inc. in the decreased amount of $149.59 for Water Contract No. 77-XP-2 State - Maysville - Long Road Water Main, Section II.

Approved.

14. Received a petition for the replacement of sidewalk at 333 Dalgren Avenue.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 128-78.

15. Received a petition for the installation of sidewalk and curbing on Edgehill and Westbrook.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 129-78.

16. Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Co., Inc. for Water Contract No. 7802 - Hollows, Section I Water Main.

Approved.

Ordered acceptance letter written.

17. Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Co., Inc. for Water Contract No. 7803 - Hillsboro, Section II Water Main.

Approved.

Ordered acceptance letter written.

18. Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Const. Co., Inc. for Water Main - Hillsboro III. Water Contract No. 7804.

Approved.

Ordered acceptance letter written.

19. Received a request from Donna Belch, 2108 Kensington Blvd. for permission to barricade Kensington Blvd. from State to Forest on Sunday, August 13, 1978 from 2:00 p.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

20. Received a request from East Wayne Street Center (Mary Crooms) 801 E. Wayne, for permission to barricade Francis Street from Wayne to Berry Streets on Thursday, August 17, 1978 and Thursday, August 24, 1978 from 1:00 p.m. till 3:00 p.m.
PURPOSE: Recreation.

Approved and permit issued.

21. Received a request from Steven Fox, 1107 Kensington Blvd., for permission to barricade Kensington Blvd. from Coty to Columbia on Saturday, August 19, 1978 from 12:00 Noon till 9:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

22. Received a request from American Legion Color Guard (Don Smith) 541-C Dori Lynn Drive, for permission to barricade intersection of L. Huntington Road and Bluffton (there will actually be no closure but representatives of American Legion Color Guard are requesting permission to collect donations for Muscular Dystrophy at this intersection).
PURPOSE: Collecting for Muscular Dystrophy.

Approved and permit issued.

23. Received a request from Grace United Church of Christ, 4120 S. Webster, for permission to barricade Webster Street from Lexington to ranning on Monday, August 14, 1978 thru Friday, August 18, 1978 from 9:00 a.m. till 11:30 a.m. each day.
PURPOSE: Safety for kids playing while attending Vacation Bible School.

Approved and permit issued.

Meeting adjourned at 10:55 a.m.

Edward W. Lamar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Secretary and Clerk

Wednesday, August 9, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk application: — Approved and permit issued.

1333 Taylor ---------- Robert Houser

4. Received street cut applications: — Approved and permit issued.

3322 Alpine	---	NIPSCO
512 E. Berry (alley)	-	"
3012 Broadripple	-	"
2124 S. Calhoun	-	City Util. Water
1022 S. Calhoun	-	NIPSCO
612 S. Calhoun	-	"
610 S. Calhoun	-	"
4125 Central	-	"
4023 Central	-	"
2014 Cortland (alley)	-	"
203 W. Dewald (prkstrp)	-	City Util. Water
478 Elizabeth	-	NIPSCO
1319 Elm (alley)	-	"
2018 Fairfield	-	"
1401 Fairfield	-	"
2906 Fairoak	-	"
1811 Frenchmans Crossings	-	"
1918 S. Harrison	-	"
630 S. Harrison	-	"
1118 S. Harrison	-	"
3601 Holton (alley)	-	"
Inland Trail /1805 Paper Mill Crossing	-	"
Lake Ave. at U.S. 30 S/E cor.	-	"
6111 Landover Place	-	"
6018 Landover Place	-	"
6027 Landover Place	-	"
6921 Peartree Lane	-	"
6922 Peartree Lane	-	"
6916 Peartree Lane	-	"
6915 Peartree Lane	-	"
6909 Peartree Lane	-	"
7004 Peartree Lane	-	"

5727 Roaring Fork Run	-NIPSCO
5707 Roaring Fork Run	- "
Seddlemeyer Ave. W/S. Anthony	-I & M
4009 E. State	-NIPSCO
900 Blk. Taylor	-C.U. Water
924 Taylor	-NIPSCO
Beginning at Walnut at alley west of Fairfield & extending 120' N. along alley	- "
4433 Warsaw	- "
Wayne at intersec. of Webster	- "
3836 Wells	- "
3202 Alexander	- "
414 W. Dewald	- "
1543 E. Wayne	- "

4A. Received driveway application:

820 Northwood Blvd. ---------- Elbrecht-Roussel

Approved and permit issued.

5. Received a request from Emergency Medical Service (Jerry McClish) Room 325 - City-County Building, for permission to barricade the south curb lane of Berry Street from Barr to a point 200 feet east on Wednesday, August 9, 1978 from 9:00 a.m. till 11:00 a.m.
PURPOSE: Filming being done with EMS and Mayor. (will be parking EMS van).

Approved and permit issued.

M E E T I N G: 10:00 A.M.

6. RECEIVE BIDS:

Contract 77-W-2 Water Works Improvements Filtration Plant Additions:

BASE BID:

DEDELAU, INC. ----------$16,490,000.00

PAUL A. LAURENCE CO. -------$17,900,000.00

HAGERMAN CONST. CO. &------$14,728.000.00
SHAMBAUGH & SON (Joint Bidders)

Referred to McNamee, Porter and Seeley, Consulting Engineers, for tabulation and report.

Award contract on Wednesday, August 16, 1978 at 9:00 a.m.

7. RECEIVE BIDS:

Contract 77-W-3 Water Works Improvements St. Joseph Dam and Pumping Station Additions:

INDIANA CONSTRUCTION CO. ----$816,000.00

SHAMBAUGH & SONS ----------$789,500.00

Referred to McNamee, Porter and Seeley, Consulting Engineers, for tabulation and report.

Award contract on Wednesday, August 16, 1978 at 9:00 a.m.

8. RECEIVE BIDS:

Contract 77-W-4 Water Works Improvements - for furnishing centrifugal pumping unit replacement of motor and impeller and accessories at the St. Joe Dam Pumping Station:

WORTHINGTON PUMP CO. ---------- $271,480.00

Referred to McNamee, Porter and Seeley, Consulting Engineers, for tabulation and report.

Award contract on Wednesday, August 16, 1978 at 9:00 a.m.

9. Received recommendation of Water Pollution Control Engineer that it has become necessary to clean plug in Deister Machine Company Sewer - Emergency Sewer Repair Resolution No. 65-284-9 and to accept bid of Bercot, Inc. to install a 36" liner as shield at $300 per lineal foot.

Approved expansion of work to include cleaning.

Ordered Purchase Order No. 9992 amended to include said work at $300 per lineal foot.

Ordered City Utilities' General Superintendent to seek Federal reimbursement.

10. Received invoice from City Controller (Barrett Law Department) in the amount of $1,138.87 covering balance of City cost on Resolution No. 5788-77 - Lake Avenue project. (V O I D THIS ENTRY.)

Approved and ordered paid from Account No. 28-881-999 encumbered - Purchase Order No. 03884.

11. Received Invoice No. 10 of John Dehner, Inc. in the amount of $159,162.25 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-1977 - North Maumee Interceptor, Section I. Payment is for the period of July 1, 1978 to July 31, 1978.

Approved invoice #10 and ordered City Utilities to pay amount of $159,162.25.

Also ordered $17,684.69 paid to John Dehner, Inc. Escrow Account at Lincoln National Bank.
Payments are to be made from the Water Pollution Control Utility Fund.

12. Received Invoice No. 7 of John Dehner, Inc. in the amount of $19,150.58 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-1977 - North Maumee Interceptor, Section II. Payment is for the period of July 1, 1978 to July 31, 1978.

Approved invoice #7 and ordered City Utilities to pay amount of $19,150.58.

Also ordered $2,127.84 paid to John Dehner, Inc. Escrow Account at Lincoln National Bank.
Payments are to be made from the Water Pollution Control Utility Fund.

13. Received Invoice #7 of T & F Construction Corporation in the amount of $270,204.65, prepared and approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution NO. 125-77 - Central Business District Street Lighting and Traffic Signlas.

Approved and ordered amount of $270,204.65 paid to T & F Construction Corp. by the City Controller.

Also ordered T & F Const. Corp. Escrow Account at Indiana Bank & Trust Company paid the amount of $30,022.74.

Payments are to be made from the LPW II Fund.

Meeting adjourned at 10:55 a.m.

Ethel V. Lu Man

May J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, August 10, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 160-78 for the condemnation of Permanent and Temporary Sewer Easements for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of Section I, Township 31 North, Range 12 East, bounded on the north by a line 800 ± LF south of and parallel to the centerline of Dupont Road; bounded on the east by a line 1320 ± LF west of and parallel to the east line of Section 1, Township 31 North, Range 12 East; bounded on the south by a line 150 ± LF south of and parallel to the East - West centerline of Section 1, Township 31 North, Range 12 East; bounded on the west by the east line of the Northwest 1/4 of Section 1, Township 31 North, Range 12 East.
(PINE VALLEY VILLAGE MALL).

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare the Assessment Roll of Benefits and Damages.

2. Received Grant of Easement whereby John R. & Marita E. Neal, Randall E. Bolenbaugh and Walter H. & Phyllis Jean Dietel hereby grant, quit-claim and convey to the City of Fort Wayne a permanent easement and right-of-way to construct, operate, maintain, reconstruct and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana,:

A 14 foot sanitary sewer easement 7 feet either side of part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 31 North, Range 13 East.
#78-23929 - Instrument #6843. 8/7/78.

Approved and recorded.

Filed in the Board of Public Works.

Meeting adjourned at 4:15 p.m.

Edward H. LaMar

Max G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, August 14, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LaMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

Ethel H. LaMar, Max G Scott,
Ursula Miller

Received Minutes of Meetings held on August 7, 1978 at 9 a.m.; Wednesday, August 8, 1978 at 9 a.m. and Thursday, August 10, 1978 at 3:30 p.m.

Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

Received private sidewalk applications:

Approved and permits issued.

2001 S. Calhoun -------- Irmscher & Sons
5625 Dartmouth Drive --- Ray's Concrete
5716 Dartmouth Drive --- Ray's Concrete

Received street cut applications:

Approved and permits issued.

3022 S. Anthony (prkstrp)---C.U.-Water Maint.
909 Aylesford Dr. ----------R & A Plumbing, Inc.
212 E. Butler (prkstrp)-----C.U.-Water Maint.
W.Clinton F/O Smugglers Inn-Gen. Tel.
4100 Blk. Dodge Ave.--------C.U.-Water Maint.
321 W. State ----------Larry Hitzfield Exc.
4227 Vance Ave. ----------C.U.-Water Maint.
2701 Alma ----------NIPSCO
1707 S. Harrison ---------- "
1915 S. Lafayette ---------- "
543 Nuttman ---------- "
4429 South Park ---------- "
3202 Alexander (alley) ----- "
2701 Alma (across from) ---- "
909 Aylesford ---------- "
6009 Becker Drive ----------Gen. Tel.
6322 Centerton ----------NIPSCO
732 Coliseum Blvd. -------- "
840 Columbia (alley) ------- "
2128 Cozy Court ----------C.U.-Water Maint.
414 W. Dewald ----------NIPSCO
6511 Dumont Dr. ---------- "
Fairfax & Werling ----------C.U.-Water Maint.
739 W. Fourth (brick)-------NIPSCO
2529 Gay (alley)---------- "
Harrison at Columbia ------- "
915 Home ---------- "
Inwood Dr. N/Lake Ave. ----- "
2720 John ---------- "
400 Blk. Kinnsmoor --------- "
5227 Landover Place -------- "
1323 E. Lewis (alley) ------ "
1411 Lillie ---------- "
1401 Lofton Way ---------- "
1200 Blk. Louisedale ------- "
300 Blk. E. Masterson ------ "

1804 Paper Mill Crossing	NIPSCO
Parnell & Curdes	"
1022 Pinehurst Drive	"
2621 Edsall on E. Pontiac	"
121 E. Pontiac	"
3506 Robinwood (alley)	"
4317 Spatz (alley)	"
121 E. Taber (alley)	"
4034 N. Washington Road	"
1543 E. Wayne	"
526 S. Calhoun	"
1st Alley W/Calhoun N/Rudisill	"
1156 Division	"
2522 Edsall	"
2350 Gay	"
1218 E. Washington	"
2514 Wells	"
2415 Wells	"
301 W. Williams	"

5. Received Invoice #5 of Rieth-Riley Construction Company, Inc. in the amount of $48,408.37 approved by the Street Engineering Department covering work on Resolution No. 5767-77, Clinton Street from Barr to Superior.

Approved.

Ordered invoice sent to Indiana State Highway Commission, attention W. J. Ritman, Chief of Construction, 1313 State Office Building, Indianapolis, Indiana 46204, in reference to agreement, Order No. 77022263, appropriation account No. 400-840-644.

6. Received Invoice #1 of Continental Construction Company, Inc. in the amount of $26,693.16 approved by the Street Engineering Department covering work on Resolution No. 5775-77 for Curb and Sidewalk, East Central Impact Area, Phase II.

Approved.

Ordered Community Development and Planning to pay Continental Construction $26,693.16.

7. Received Invoice from Treasurer of Allen County in amount of $5,594.38 and approved by Street Engineering Department representing City's 59% participation of cost of Butler, Fairman and Seufert, Inc. Invoice for preliminary engineering for Environmental Impact Statement for St. Joe Road from State Road #37 to Evard Road.

Approved and ordered paid from account no. 38-316-001, Project No. 14R.

8. Received quotation from the Purchasing Agent for the proposed purchase of fifty (50) Cutoff Fixtures for Street Lighting Department.

GENERAL ELECTRIC COMPANY $5,550.00

Through the recommendation of the Purchasing Agent, the bid of General Electric Company was accepted under Purchase Order No. 0213 dated August 14, 1978 in the amount of $5,550.00.

Ordered sent to the Common Council on August 22, 1978 at 8:00 p.m.

9. Received Special Sewer Permit for H. G. Kleeman Enterprises, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as Shannonside, Section I.

Approved and Special Sewer Permit Issued.
B.O. #131-1978.

Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hartman Construction Company with Maintenance Bond in the amount of $27,200.00 signed by State Automobile Mutual Insurance Company for Oak Grove Sanitary Sewer (off-site only).	Approved. Ordered acceptance letter written.
Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hartman Construction Company with Maintenance Bond in the amount of $22,611.25 signed by State Automobile Mutual Insurance Company for Oak Grove Sanitary Sewer (on-site only).	Approved. Ordered acceptance letter written.
Received a request from Acme Demolition (Jim Hughes) 1702 Simon, for permission to barricade the alley at 2617 S. Anthony on Tuesday, August 15, 1978 starting at 10:00 a.m. until job is finished PURPOSE: Demolition of house.	Approved and permit issued.
Received a request from Rick Ries, 1127 Edgewater, for the permission to barricade Edgewater from Tecumseh Bridge to Oneida on Saturday, August 19, 1978 from 2:00 p.m. till 10:00 p.m. PURPOSE: Block party.	Approved and permit issued.
Received a request from L. J. Pongonis, 1325 Kensington Blvd., for permission to barricade Kensington from Columbia to Tilden on Sunday, August 20, 1978 from 12:00 Noon till 9:00 p.m. PURPOSE: Block party.	Approved and permit issued.
Received a petition for the installation of ornamental street lighting on Schaper Drive from McMillen Park Drive to Woodsdale Drive.	Approved. Ordered the Street Lighting Engineering Department to investigate and report. Board Order No. 143-78.
A regeust was received from Mike Blickenstaff, 3430 Glenhurst, for permission to barricade alley beside 1916 Mary Street on Saturday, August 12, 1978 thru Saturday, August 19, 1978 at all times. PURPOSE: Placing 20 foot sanitainer in the alley during replacement of roof on house.	Approved and permit issued.

Meeting adjourned at 10:50 a.m.

Henry P. Wehrenberg

Edward W. LaMar

Mary L. Stokes

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, August 16, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on
Monday, August 14, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permit issued.

2001 S. Calhoun ------- Irmscher & Sons, Inc.
2421 Knollridge DR. ----Elbrecht-Roussel Concrete
2505 Knollridge Dr. ----Elbrecht-Roussel Concrete
1805 Papermill Crossing-Elbrecht-Roussel Concrete
4034 N. Washington Rd. -Kirk Schuler

4. Received private sidewalk application:

Approved and permit issued.

2511 West Drive ------- Ned Keener

5. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, August 21, 1978 at 9 a.m.

Curb and Sidewalk Improvement Resolution No. 5812-1978 for improving by repair and replacement of curb, sidewalks and catch basins as needed in an area bounded by Colerick Street on the north, Drexel Avenue on the south, the alley lying between Holton and Reed on the west, and the alley lying between Lillie and Anthony on the east, also known as Oxford Impact Area Phase III.

CARRINGTON & ASSOCIATES ----- $80,740.70 Alt. $21,689.05

L. W. DAILEY, INC. ---------- $92,155.20 $24,309.00

6. RECEIVE BIDS:

NO BIDS RECEIVED.

Sidewalk Improvement Resolution No. 5813-1978 for construction of sidewalk on Bowser Avenue from the north property line of Lot 50, Schwiers 2nd Addition to the south property line of Lot 50, Schwiers 2nd Addition, also known as 2812 Bowser Avenue, to a width of five beet in accordance with City Plans and Specifications.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Consulting Engineers, McNamee, Porter and Seeley, for Water Works Improvements Filtration Plant Additions - Contract 77-W-2.

AWARD contract to Hagerman Construction Corporation and Shambaugh & Son, Inc., Joint Bidders, in the amount of $14,728,000.00subject to councilmanic approval and financing.

Ordered McNamee, Porter and Seeley, Consulting Engineers, to prepare contract and necessary documents.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Consulting Engineers, McNamee, Porter and Seeley, for Water Works Improvements St. Joseph Dam and Pump Station Additions - Contract 77-W-3.

AWARD contract to Shambaugh & Son, Inc. at and for their bid in the amount of $789,500.00 subject to councilmanic approval and financing.

Ordered McNamee, Porter and Seeley, Consulting Engineers, to prepare contract and necessary documents.

9. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Consulting Engineers, McNamee, Porter and Seeley, for Water Works Improvements - Contract 77-W-4 - for Furnishing Centrifugal Pumping Unit Replacement of Motor and Impeller and Accessories at the St. Joe Dam Pumping Station.

AWARD contract to Worthington Pump Corporation at and for their bid in the amount of $271,480.00 subject to councilmanic approval and financing.

Ordered McNamee, Porter and Seeley, Consulting Engineers, to prepare contract and necessary documents.

10. Received a request from House of Pines, 3426 L. Huntington Road, for permission to barricade the downtown area bounded by Harrison, Lafayette, Jefferson and Main Streets on Sunday, August 13, 1978 from 9:00 p.m. till 3:00 a.m. PURPOSE: Hanging United Fund signs on light poles downtown.

Approved and permit issued.

11. Received contract, guaranty and liability bonds of Rieth-Riley Construction Company, Inc. in the amount of $81,319.80 prepared by the Street Engineering Department signed by United Pacific Insurance Company for Improvement Resolution No. 5804-1978 for Northwest Central, Phase III.

Approved.

Ordered sent to the Common Council on September 12, 1978 at 8:00 p.m.

12. Received contract, guaranty and liability bonds of Carrington & Associates, Inc. in the amount of $49,417.30 prepared and approved by the Street Engineering Department signed by Firemen's Insurance Company for Improvement Resolution NO. 5808-1978 - West Central Community A-sociation Impact Area NPI, Phase III.

Approved.

Ordered sent to the Common Council on September 12, 1978 at 8:00 p.m.

13.	Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. for Water Main Contract 7720 - Concord Hills, Section I.	Approved. Ordered acceptance letter written.
14.	Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. for Water Main Contract 7721 - Hillsboro Addition, Section I.	Approved. Ordered acceptance letter written.
15.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water - $3,976.47 and Sewer - $2,772.58 (total $6,749.05).	Approved.
16.	Received Special Sewer Permit for Crown Ridge Development Corp. prepared and approved by the Water Pollution Control Engineering Department and Perf ormance Bond of John Hartman Construction Company to construct a sanitary sewer known as Crown Ridge Addition, Section A.	Approved and Special Sewer Permit issued. Board Order No. 144-1978.
17.	Received Special Sewer Permit for Elizabeth Leslie prepared and approved by the Water Pollution Control Engineering Department for a sanitary sewer known as Reed Road / State Blvd. Sanitary Sewer Extension. Construction work will be performed by Fox Contractors Corporation.	Approved and Special Sewer Permit issued. Board Order No. 145-1978.
18.	Received Special Sewer Permit for Morris Liechty prepared and approved by the Water Pollution Control Engineering Department for construction of a sanitary sewer known as Oak Grove - Sanitary Sewer - Section #3. Construction work will be performed by John Hartman Construction Company.	Approved and Special Sewer Permit issued. Board Order No. 146-1978.
19.	Received Invoice #3 of Continental Construction Company, in the amount of $28,366.04, prepared and approved by the Street Engineering Department covering work on Resolution No. 5734-1976 - Oxford Phase II.	Approved. Ordered Community Development and Planning to pay invoice.
20.	Received Invoice #3 of Nobis Construction Company, Inc. in the amount of $13,827.50 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 295-77 - Glenwood Park Lift Station Elimination.	Approved. Ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

21 Received Invoice #3 (our #14) of Howard Needles Tammen & Bergendoff (Steeg Division) in the amount of $1,682.27, prepared and approved by the City Utilities' General Superintendent for professional engineering services performed in connection with NPDES Modifications as described in Item #1 of Engineering Services Agreement dated November 24, 1976. Invoice is for the period of March 19, 1977 through June 24, 1977 (#180774).	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
22. Received contract between Citizens Cable of Fort Wayne, Inc. and the City of Fort Wayne, Indiana, whereby City grants a nonexclusive franchise to Citizens Cable of Fort Wayne, Inc. to construct and operate and maintain a Cable Communications System in the City of Fort Wayne, Indiana, for a period of 15 years from the effective date of General Ordinance G-20-78 and Citizens Cable of Fort Wayne, Inc. agrees to construct and operate said Cable Communications System in the City of Fort Wayne all in accordance with the terms of this contract.	Approved. A true copy is incorprated herein. Ordered sent to the Common Council on Tuesday, August 22, 1978 at 8:00 p.m.
23. Received Resolution authorizing issuance of Water Works Revenue Bonds in the amount of $18,000,000.00 and directing Bernard T. Perry, C.P.A. and City Attorney William N. Salin to employ Bond Counsel to prepare Rate and Bond Ordinance for presentation to Common Council and to petition PSCI.	Approved. A true copy is incorporated herein.
24. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade alley south of Columbia from Harrison to Calhoun on Monday, August 21, 1978 thru Wednesday, August 23, 1978 at all times. PURPOSE: Install new gas line.	Approved and permit issued.
25. Received a request from East Wayne Street Center, 801 E. Wayne, for permission to barricade Francis Street from Wayne to Berry on Wednesday, August 23, 1978 from 10:00 a.m. till 2:00 p.m. PURPOSE: Recreation.	Approved and permit issued.

Meeting adjourned at 11:10 a.m.

Henry P. Wehrenberg

Ethel W. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, August 17, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

1. Continued from August 3, 1978
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 131-78 for the construction of street lighting in Lakewood Park Addition more specifically defined as Interlaken Drive from Bluffton Road to Donna Drive, Fairoak Drive from the southwest property line of Lot 42, Wm. May Addition Section "B" to Donna Drive, Lakewood Drive from Donna Drive to Reserve Line Road, Maywood Circle from Reserve Line Road to Donna Drive, Donna Drive from Reserve Line Road to Maywood Circle, Reserve Line Road from Maywood Circle to its northern terminus.

A maximum cost of $0.02 per square foot shall be assessed upon the real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Received Remonstrance Memorandum.

CONFIRMED.

Advertise Notice to Contractors on September 1 and 8, 1978.

Receive bids on Wednesday, September 13, 1978 at 9:00 a.m.

Ordered the Street Lighting Engineer to prepare bid documents.

A true copy of Remonstrance Memorandum is attached to Resoluton No. 131-78 approved July 10, 1978 (66-86-32).

Meeting adjourned at 4:55 p.m.

Henry P. Wehrenberg

Edwin H. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, August 21, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller (Anne Fox)

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permit issued.

2111 Alabama (alley)----------NIPSCO
Antoinette, Pontiac, Central, Euclid,
Anthony, Hurd, Milan, Winter, E.
Creighton and ajoining alleys----NIPSCO
Intersec. of alleys bet.
Calhoun and Harrison and
Main and Berry ---------- NIPSCO
909 Aylesford Dr. ---------- C. U. Water Maint.
Calhoun at intersec. of Superior- NIPSCO
Elmer at intersec. of Wells ----- "
Harrison at alley south of
Superior ---------- "
Hessen Cassel at intersec.
of McKinnie ---------- "
Hurd, Smith and Oliver Sts.------ "
1033 E. Tillman Rd.---------- "
1414 E. Tillman Rd. ---------- "
6009 Becker --- "
128 W. Jefferson --- "
902 Rivermet --- "
2103 Short --- "
3722 Smith --- "
139 E. Wallace --- "
120 W. Washington --- "
2708 Weisser Park. --- "

4. Received blanket private sidewalk application: — Approved and permit i-sued.

Forest Ave. from Reed Rd. and Berkeley Ave.---
2714 West Drive ---S.W. corner of Rudisill and
Fairfield and 1313 Morton Street -------Carrington & Assoc.

5. Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5812-78 for Oxford, Phase III. — AWARD contract to Carrington & Associates at and for their bid in the amount of $102,429.35 subject to council-manic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

6. Received Partial Payment Estimate No. 41 of Hagerman-Shambaugh (Joint Bidders) in the amount of $24,180.35, prepared and approved by Henry B. Steeg & Associates, Div. of H.N.T. & B. for the period of June 30, 1978 to July 28, 1978 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.	Approved and ordered invoice #41 of Hagerman-Shambaugh in the amount of $24,180.35 paid by City Utilities. Also, ordered amount of $6628.55 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Construction Fund.
7. Received Invoice No. 41 of Howard Needles Tammen & Bergendoff - Steeg Division in the amount of $340.44 for general engineering for Water Quality Control Project - Division I - Water Pollution Control Plant Additions - Federal Project No. C-180538-01.	Approved and ordered City Utilities to pay from Water Pollution Control Utility Fund.
8. Received inspection report from the Water Engineering Department and Completion Affidavit of T - G Excavating, Inc. with Guaranty Bond in the amount of $79,932.00 signed by Fidelity and Deposit Company for Water Contract 77-2 - Tillman-Hessen Cassel Water Main.	Approved and ordered acceptance letter written.
9. Received inspection report form the Water Pollution Control Engineering Department and Completion Affidavit of T - G Excavating, Inc. with Guaranty Bond in the amount of $16,295.60 signed by Fidelity and Deposit Company for Sewer Resolution No. 299-1977 for Tillman Road Sanitary Sewer Interceptor.	Approved and ordered acceptance letter written.
10. Received invoice of T - G Excavating, Inc. in the amount of $17,121.15 prepared and approved by the Water Polluton Control Engineering Department for Sewer Resolution No. 299-1977 - Tillman Road Sanitary Sewer. (FINAL).	Approved and ordered invoice paid by City Utilities from the Water Pollution Control Utility Fund.
11. Received invoice of Carrington & Associates in the amount of $1,792.27 prepared and approved by the Street Engineering Department covering work at 3731 Inwood, 3721 Inwood, NW corner Capitol & Oliver, 2316 Barnhart and 3314 Queen Street areas (Invitational Bid).	Approved and ordered paid under Purchase Order No. 4-05191.
12. Received invoice of T - G Excavating, Inc. in the amount of $14,113.84 prepared and approved by the Water Engineering Department covering work on Water Contract 77-2 - Tillman Road Water Main.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

13. Received invitational bids from the Street Engineering Department for reletting projects formerly awarded to Continental Construction Company and not completed:
5100 E. State, 1701 Cloverlane, 2526 Sherman and 2626 Fairfield Avenue.

CARRINGTON & ASSOC. ----------$2,764.00

Approved.

Ordered Purchase Order No. 05093 issued to Carrington & Associates for this project.

14. Received invitational bids from the Street Engineering Department for restoration of sidewalk at 500 W. Main Street:

EMIL HOLLIDAY ----------	$4,458.50
CARRINGTON & ASSOC. ---------	$4,860.50
ROBERT J. HOUSER ----------	$4,157.50
L. W. DAILEY, INC. ----------	$6,241.50

Approved.

Ordered Purchase Order No. 05094 issued to Robert J. Houser for this project.

15. Received Invoice No. 4 of Spears-Dehner, Inc. in the amount of $57,669.35 prepared and approved by the Street Engineering Department covered by Improvement Resolution No. 5797-78 -Jefferson, Maumee and Washington Project.

Approved and ordered $57,669.35 paid from LRS Account.

Original sent to Chief ISHC for reimbursement to City.

Also ordered $6,407.70 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.

16. Received invoice No.3 of Weigand Construction Company, Inc. in the amount of $17,773.20 prepared and approved by Martindale, Tourney, Gibson, Inc., Architects, for general construction of Humane Shelter, Fort Wayne, Indiana.

Approved and ordered paid from LPW-II by the City Controller.

Also ordered $1,974.80 paid to Weigand Construction Escrow Account at Indiana Bank & Trust Company.

17. Received petition and WAIVER for the construction of curbing at 819 Kinsmoor.

Approved and ordered Street Engineering Department to investigate and report.

Board Order No. 147-78.

18. Received a request from Ann Flen, 4821 Forest Avenue, for permission to barricade Forest Avenue from Reed to Berkley on Wednesday, August 23, 1978 from 5:00 p.m. till 9:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

19. Received a request from Hall Aluminum Products (Stan Frederick) 2524 E. Pontiac, for permission to barricade the following
1. Douglas from Calhoun to Harrison.
2. Harrison from Douglas to Brackenridge.
3. Brackenridge from Calhoun to Harrison.
They will be working the above locations at different times during the four months. (Scaffolding will remain at all times)
Time of barricade: 4:30 p.m. till 1:00 a.m. each day starting Tuesday, August 22, 1978 thru Friday, December 22, 1978.
PURPOSE: Placing scaffolding on sidewalk to replace windows in Lincoln Life Building.

Approved and permit issued

20. Received a request from Dave Rodewald, 325 N. Cornell Circle, for permission to barricade N. Cornell Circle from Hoagland to Lexington on Saturday, August 26, 1978 from 12:00 Noon till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

21. Received a request from Steve Long, 925 Prange, for permission to barricade Prange Drive from Beaver to Indiana on Friday, August 25, 1978 from 5:00 p.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

22. Received a request from Kenneth Fogel, 2919 Barnhart, for permission to barricade Barnhart from Vance to Kenwood on Saturday, September 9, 1978 from 2:00 p.m. till 8:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

23. Received a request from Park Department, City-County Bldg., for permission to barricade Johnny Appleseed Drive from Parnell to Coliseum Blvd. on Friday, September 22, 1978 and Saturday and Sunday, September 23 and 24, 1978 from 10:00 a.m. thru 10:00 p.m.
PURPOSE: Johnny Appleseed Festival.

Approved and permit issued.

Meeting adjourned at 9:35 a.m.

Henry P. Wehrenberg

Edd W. LaMar

Mary J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, August 23, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Monday, August 14, 1978 at 9 a.m.; Wednesday, August 16, 1978 at 9 a.m. and Monday, August 21, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

1501 California ---------- Ned Keener
1631 Darien Dr. ---------- Gene Keller
5717 Sandra Lee ---------- Keller Const.
5829 Sandra Lee ---------- Keller Const.
1820 Shamrock Rd. --------- Keller Const.
3919 Winter ---------- Ned Keener

4. Received street cut applications: — Approved and permits issued.

6009 Becker Dr. -- NIPSCO
1005 Hayden -- C.U. Water Maint.
Intersec. of Hiltonia Dr. -- Gen. Tele.
2919 Shawnee -- C.U. Water Maint.
Win Ave. & Sandra Lee Ave
intersec. & Shamrock Rd. -- Gen. Tele.
4202 Taylor -- Tim Evans
3235 S. Barr -- NIPSCO
1008 Comparet -- "
Mulberry & Hickory -- "
1130 Taylor -- "

5. Received driveway applications: — Approved and permits issued.

535 W. Berry /Fulton -------- Ned Keener
2626 Jefferds Ave ---------- R. W. Kain, Inc.
3911 Meda Pass ---------- John D. Camperman
5327 Monarch Dr. ---------- F & M Concrete
5717 Sandra Lee Ave. ---------- Keller Const.
5829 Sandra Lee Ave. ---------- Keller Const.
1820 Shamrock Rd. ---------- Keller Const.
2827 Tillman Rd. ---------- A. D. Delagrange

6. RECEIVE BIDS: — Referred to the Street Engineering Department for tabulation and report.

Curb and Sidewalk Resolution No. 5814-78 for improving and repairing curbs, sidewalks and inlets as needed in an area bounded by LaSalle St. on the north, Warsaw St. on the east, Creighton Ave. on the south and Lafayette St. on the west; also known as the LaRez Community Assoc. Impact Area, PHASE I: — Award contract on Monday, August 28, 1978 at 9:00 a.m.

L. W. DAILEY, INC. ------ $88,572.50 completion date: Nov., 1978

RIETH-RILEY CONST. CO. INC. ------ $84,212.45 July 1, 1979

7. Received a request from Wildwood Park Association (Kathleen Silliman) 3429 Willowdale Road, for permission to barricade N. Washington Road from South Washington Road to Hawthorne On Sunday, September 10, 1978 from 12:00 Noon till 8:00 p.m.
PURPOSE: Block Party.

Approved and permit issued.

8. ESTABLISHMENT OF EASEMENT

This indenture witnesseth that:

The City of Fort Wayne's Board of Public Works, acting as duly authorized agents that have the authority to conduct City business on land owned by said City of Fort Wayne, hereby establishes the following described permanent easement and right-of-way to construct, operate, control, maintain reconstruct and remove a sewer line along and across the following described real property, located in Allen County, State of Indiana, to wit:

PERMANENT EASEMENT:

the south 50 feet of lot #23 in Block 26 of Rockhill Heir's Addition as recorded in the Recorder's Office of Allen County.

Approved. A true copy is incorporated herein.

Ordered sent to the Water Pollution Control Engineering Department for recording.

9. Received Invoice #3 of Spears-Dehner, Inc. in the amount of $18,743.96 prepared and approved by the Water Pollution Control Engineering Department covered by Sewer Resolution No. 298-77 - Rothman - Maplecrest Road Sanitary Sewer Interceptor, Phase II.

Approved invoice #3 of Spears-Dehner, Inc. paid by City Utilities, in the amount of $18,743.96.

Also ordered $2,082.66 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from the Water Pollution Control Utility Fund.

10. Received Purchase Order from the Purchasing Agent favoring WEMCO Division, Envirotech Corporation for one (1) Wemco PUmp for Water Pollution Control Plant.

Approved Purchase Order No. 223, dated August 18, 1978, in the amount of $2,390.00 for WEMCO Division % Envirotech Corp. W.W. Equipment Company, Inc. for one WEMCO 4"x4" Pump Model "C" for the Water Pollution Control Plant.

Ordered sent to the Common Council on Tuesday, Sept. 12, 1978 at 8:00 p.m.

11. Received quotations from the Purchasing Agent for the proposed purchase of two 1978 Pneuma Gopher Air Driven Underground Piercing Tools for the Water Maintenance & Service Department:

MacDonald Machinery Co. (alt. bid) ---- $5,370.00

Stockberger Machinery, Inc. ---------- $7,400.00

Through the recommendation of the Purchasing Agent the bid of MacDonald Machinery Company was accepted under Purchase Order No. 228, dated August 21, 1978 in the amount of $5,370.00.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

12. Received quotations from the Purchasing Agent for the proposed purchase of 600 Curb Box Repair Lids H-10374 for the Water Maintenance & Service Department:

WAYNE PIPE & SUPPLY -------- $2,632.80

TREATY COMPANY ------------ $2,748.00

SIDENER SUPPLY OF INDIANA -- $2,862.00

The bid of Wayne Pipe & Supply was accepted under Purchase Order No. 229, dated August 21, 1978, in the amount of $2,632.80.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

13. Received quotations from the Purchasing Agent for the labor, equipment and material for repairs to Spy Run Railroad Spur for the Three Rivers Filtration Plant:

NEWBERRY CONSTRUCTION COMPANY --- $6,313.00

The bid of Newberry Construction Company was accepted under Purchase Order No. 231, dated August 22, 1978, in the amount of $6,313.00.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

14. Received Change Order No. 3 of Hagerman Construction Corporation in the decreased amount of $7,204.00 for Water Works Improvements Wash Water Retention Basin Contract No. 77-W-1.

Approved.

15. Received a request from Phillip Love, Dr., 1428 E. Lewis, for permission to use 1342 Hayden for gardening purposes for the period beginning on the 24th of August, 1978 and ending on October 31, 1978.

Approved.

16. Received a request from General Telephone Company (Don Rehling) 525 Tecumseh, for permission to barricade alley entrance west of Calhoun at sidewalk north of Rudisill on Tuesday and Wednesday, August 22 and 23, 1978 at all times.
PURPOSE: Emergency repair of conduit.

Approved and permit was issued.

17. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade intersection of Mulberry Road and Hickory Street on Tuesday, August 22, 1978 at 8:00 a.m. till 4:00 P.m.
PURPOSE: Emergency gas main leak.

Approved and permit issued.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Edward W. Lamar

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Secretary and Clerk

Monday, August 28, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permit issued.

3235 Barr	- NIPSCO
3626 Barr	- "
1026 W. Berry /Rockhill	- R & A Plumb.
2717 Broadway	- NIPSCO
900 Calhoun	- Tibbitts Mech.
1008 Comparet	- NIPSCO
115 E. Crown Lane	- C.U. Water Maint.
1117 S. Calhoun (alley)	- NIPSCO
1156 Division	- "
Along Drexel W/Oliver and along Oliver S/Eckart	- "
2522 Edsall	- "
2350 Gay	- "
Harrison at 135 Columbia	- "
1707 S. Harrison	- "
128 W. Jefferson (alley)	- "
2818 S. Lafayette	- C. U. Water Maint.
1915 S. Lafayette	- NIPSCO
Mulberry at intersec. of Hickory	- "
543 Nuttman	- "
902 Rivermet (alley)	- "
2103 Short	- "
3722 Smith	- "
4429 So. Park (alley)	- "
1130 Taylor	- "
139 E. Wallace	- "
1218 E. Washington (alley)	- "
120 W. Washington (alley)	- "
2708 Weisser Park (alley)	- "
2415 Wells	- "
301 W. Williams	- "
Various locations:	- WPC Plant
Alley west of Calhoun N. of Rudisill	- Gen. Tel.
Edsall & Maumee	- NIPSCO
1152 Francis	- "
3601 Kirkwood	- "
5031 Hanna	- "
2009 Lakeview	- "
1213 E. Lewis	- "
1716 E. Lewis	- "

730 Archer	-	NIPSCO
4732 Beadwood Terrace	-	"
1209 Charlotte	-	"
1117 Hanna (alley)	-	"
3601 Kirkwood	-	"
1914 Kinsmoor	-	"
4433 Lafayette (alley)	-	"
2009 Lakeview	-	"
3309 Rosebay Ct.	-	"
1450 St. Joe Blvd. (alley)	-	"
5714 E. State	-	"
2201 Alabama (alley)	-	"
5031 Hanna	-	"

4. Received private sidewalk applications:

Approved and permit issued.

300 E. Berry	-	W. A. Sheets & Sons
6407 Dumont	-	Cole Const. Co.
6506 Dumont	-	Burlington Homes, Inc.
6511 Dumont	-	Windsor Bldrs., Inc.
6426 Durango	-	Burlington Homes, Inc.
6205 Landover	-	"
7012 Morning Knoll	-	"
2625 Mounded Ct.	-	"
7011 Ordway	-	"
7017 Ordway	-	Star Homes, Inc.
7023 Ordway	-	"
Cor. St. Martins & Hanna	-	Hipskind Asphalt Corp.

5. Received tabulation and recommendation prepared by the Street Engineering Department for Sidewalk Improvement Resolution No. 5814-1978 for LaRez Community Association Impact Area N.P.I., Phase I.

AWARD contract to Reith-Riley Construction Company at and for their bid in the amount of $84,212.45 subject to council-manic approval.

Order Street Engineering Department to prepare contract and necessary documents.

6. Received a request from Mrs. Siegfried, 810 Prange Drive, for permission to barricade Prange from Tacoma to Indiana on Monday, August 28, 1978 from 5:00 p.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

7. Received driveway applications:

Approved and permit issued.

1450 St. Joe Blvd. (2)	-	Bernard E. Ort
909 Aylesford Dr.	-	Lebrato Bros.
4528 Calhoun	-	Donald Molargik
4530 S. Calhoun	-	"
1501 California	-	Ned Keener Const.
2231 Charlotte	-	"
309 N. Cornell Circle	-	"
1832 Kensington Blvd.	-	"
6026 Landover	-	Walter Lengacker
2617 Nordholme	-	Ray's Concrete
2189 Westbrook Dr.	-	Ned Keener Const.

8. Received Amendment to Sewer Easement Resolution No. 160-78 whereby Permanent Easement "A" and Temporary Easement "A" are deleted from said Resolution inasmuch as this easement has been obtained through Instrument No. 78-20984.	Approved. Attached to original resolution.
9. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 160-1978 - area Pine Valley Village Mall.	Approved and Board finds that the amount of damages to each property listed on said roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered. Notices to be served Thursday, August 31, 1978. Hearing on Confirmation of Assessment Roll Thursday, September 14, 1978 at 3:30 p.m.
10. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Nobis Construction Company with Guaranty Bond in the amount of $13,250 signed by Fidelity and Deposit Company of Maryland for ARBY'S U.S. 24 West Sewer Project (sanitary).	Approved. Ordered acceptance letter written.
11. Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $32,347.50 signed by American States Insurance Company for Water Contract No. 7722 - Evard Road - Rothman Road - Maplecrest Road.	Approved. Ordered acceptance letter written.
12. Received invoice of L. W. Dailey, Inc. in the amount of $1,440.00 for rental of two front-end loaders for emergency dike construction on Spy Run Avenue.	Ordered City Utilities to pay invoice and ordered General Superintendent of City Utilities to seek reimbursement from U.S. Corps. of Engineers.
13. Received Agreement between City of Fort Wayne by an through its Board of Public Works and I.S. H. C. providing for State to bear cost not to exceed $135,000 for improvement of Northrop Street at Fernhill intersection. (S.R. 3).	Approved. A true copy is incorporated herein.

14. Received a request from Robert Lyons, 1018 E. Berry Street, for permission to barricade Liberty Street from Coombs to Harmar (barricades will have to be provided for intersecting street of Begue also) on Saturday, August 26, 1978 from 8:00 p.m. till 10:00 p.m. PURPOSE: Block party.	Approved and permit issued.
15. Received a request from House of Pines, 3426 Lower Huntington Road, for permission to barricade the downtown area bounded by Harrison, Lafayette, Jefferson and Main Streets on August 27 and September 3, 1978 from 9:00 p.m. to 3:00 a.m. PURPOSE: Putting brackets on posts in downtown area.	Approved and permit issued.
16. Received a request from Sharon Trammel, 2133 Cass Street, for permission to barricade Cass Street from Jacobs to State on Sunday, August 27, 1978 from 2:00 p.m. till 8:00 p.m. PURPOSE: Block party.	Approved and permit issued.
17. Received a request from Indiana & Michigan Electric Company, 2101 Spy Run Avenue, for permission to barricade Seddlemeyer from Anthony to a point 500 ft. west thereof on August 28 and 29, 1978 from early morning thru all day both days. PURPOSE: Installation of underground service.	Approved and permit issued.
18. Received a request from Acme Demolition Company, 1702 Simon, for permission to barricade parking lane in front of 1320 E. Wayne (no parking signs will have to be posted) on Wednesday, August 30, 1978 thru Saturday, September 2, 1978 from 8:00 a.m.till 5:00 p.m. each day. PURPOSE: Demolition of house.	Approved and permit issued.
19. Received specifications from Water Pollution Control Department for materials to be used in Sewer Resolution No. 298-77 - Rothman Road Sewer.	Approved. Advertise Notice to Contractor September 1 and September 8, 1978. Receive bids on Wednesday, September 13, 1978 at 9:00 a.m. Ordered the Water Pollution Control Engineering Department to prepare bid documents.
20. Received a request from Valley Park Forest Association % Dan Schaefer, 6421 Bennington, for permission to barricade Bennington/Benham from Maplecrest to Monarch on Saturday, September 9, 1978 from 12:00 Noon till 10:00 p.m. PURPOSE: Block party.	Approved and permit issued.

21. Received Street Improvement Resolution No. 5816-1978, final plans, estimate and specifications, prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on the following streets:
1. Pontiac Street - from Pioneer to Coliseum.
2. Creighton Avenue - from Harrison to South Wayne.
(CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors September 1 and 8, 1978.

Receive bids on Wednesday, September 13, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

22. Received a request from Ringling Brothers Barnum-Bailey Circus % Ken Wachter, 2220 Kentucky Avenue, for permission to hold a parade on Tuesday, September 12, 1978 from 9:30 a.m. till 12:00 Noon.
Route to be traveled: Leave R. R. Station sout on Wayne Trace to Pontiac; west on Pontiac to Anthony; north on Anthony to St. Joe River Drive; west on St. Joe River Drive to Parnell; north on Parnell to Coliseum parking lot.
PURPOSE: Animal walk (approx. 100 animals and 40 persons).

Approved and permit issued.

23. Pursuant to Emergency Resolution No. 65-308-4 City Utilities' General Superintendent requested bids from Bercot, Inc., Earth Construction Co., Inc., Land Excavating, Inc., T & G Excavating, Inc., Indiana Construction Co., Brooks Construction Co., Greve Construction Company, Gerald Hartman Company, Fox Construction Company and L. W. Dailey, Inc.

Received bids:

SPEARS-DEHNER, INC.---------- $254,986.87

L. W. DAILEY, INC.---------- $263,653.00

Ordered City Utilities to issue Purchase Order to Spears-Dehner, Inc. for their low bid in the amount of $254,987.87.

Ordered City Utilities' General Superintendent to seek reimbursement from DSR.

24. Received inspection report from the Water Engineering Department and Completion Affidavit from Niemeyer Corporation with Maintenance Bond in the amount of $3,900.00 signed by Auto-Owners (Mutual) Insurnace Company for Trier Ridge Park, Phase II, Section I and II - Contract 7710.

Approved and ordered acceptance letter written.

Meeting adjourned at 11:00 a.m.

Henry P. Blackmore

Ethel W. Lamar

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, September 6, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT

Received Minutes of Meetings held on Wednesday, August 23, 1978 at 9 a.m. and Monday, August 28, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

2135 Brooklyn	Gene Keller Const.
3824 Calhoun	Carrington & Assoc.
1842 Cherokee Rd.	Arthur Tilbury
1610 Circle Dr.	Emil Holliday
2720 Engle Rd.	Apollo Pools
6219 Highgate	R. Amstutz
4015 Indian Hills Dr.	Apollo Pools
4101 Indian Hills Dr.	Apollo Pools
4121 Indian Hills Dr.	Apollo Pools
4127 Indian Hills Dr.	Lepper Gen. Repair
930 Kensington	Lepper Gen. Repair
1529 Lofton Way	R. Amstutz
5625 Northcrest Dr.	Tomei Const. Co.
7009 Peartree Lane	A. D. Delagrange
3216 Pavilion Const.	A. D. Delagrange

4. Received driveway applications: — Approved and permits issued.

2317 Leroy	Carrington & Assoc.
7023 Ordway Dr.	Star Homes
3140 E. Paulding Rd. S. on Hessen Cassel	Kinder Const., Inc.
2227 Curdes	Ned Keener Const.
1631 Darien Dr.	Nu House, Inc.
6511 Dumont	Windsor Bldrs.
6426 Durango	Burlington Homes
1811 Frenchmans Crossing	R. Max Miller
1817 Frenchmans Crossing	R. Max Miller
6205 Landover	Burlington Homes
7017 Ordway Dr.	Star Homes
5707 Roaring Fork	Lewis Miller & Son, Inc.
733 Snowfall Rd.	Worthman Homes

5. Received a request from Cheryl L. Hughes, 720 Kinnaird, for permission to barricade Kinnaird Avenue from South Wayne to Indiana on Monday, September 4, 1978 from 9:00 a.m. till 10:00 p.m. PURPOSE: Block party.	Approved and permit was issued.
6. Received a request from Connie Rohyans, 4417 Arlington, for permission to barricade the 4400 Block of Arlington from Pasadena to Clermont on Wednesday, September 6, 1978 from 4:30 p.m. till 10:00 p.m. PURPOSE: Block party.	Approved and permit was issued.
7. Received a request from General Telephone Company (Don Rehling) 525 Tecumseh, for permission to barricade the east parking lane of Calhoun from Pontiac Street south to alley (meters to be hooded) on Wednesday, September 6, 1978 from 8:00 a.m. till 4:00p.m. PURPOSE: Repair of leak in cable.	Approved and permit issued.
8. Received a request from Custom Sewer Service, 11521 Brooklane Drive, for permission to barricade McKinley Avenue 200 feet south of Covington (entire road closed on Wednesday and Thursday, September 6 and 7, 1978 from 9:00 a.m. thru 5:00 p.m. PURPOSE: Installation of a sewer.	Approved and permit issued.
9. Received a request from March of Dimes (Rena), 909 Coliseum Blvd. N., Suite 205 for permission to hold a parade on Saturday, September 23, 1978 from 8:00 a.m. till 3:00 p.m. per map routing. Participants will be approximately 300 persons and starting and terminating location will be at Lions Park. PURPOSE: Bike-a-thon.	Approved and permit issued.
10. Received plat of Copper Hill, Section I submitted and approved by the City Plan Commission.	Approved.
11. Received plat of Carlisle Place, Section C submitted and approved by the City Plan Commission.	Approved.
12. Received plat of Lima Valley, Section 1 submitted and approved by the City Plan Commission.	Approved.
13. Received plat of Concord Hill, Section II submitted and approved by the City Plan Commission.	Approved.
14. Received plat of Crown Colony, Section "K" submitted and approved by the City Plan Commission.	Approved.

15.	Received plat of Tanbark Trails, Section III submitted and approved by the City Plan Commission.	Approved.
16.	Received invoice of Carrington & Associates, Inc. in the amount of $4,393.25 approved by the Street Engineering Department for repair of intersection of Lindenwood Avenue and Shalimar Circle (Invitational Bid).	Approved and ordered paid under Purchase Order No. 4-00193.
17.	Received invoice of Emil P. Holliday, Construction in the amount of $581.25 approved by the Street Engineering Department for sidewalk at 1402 E. State Boulevard. (Invitational Bid).	Approved and ordered paid under Purchase Order No. 4-05101.
18.	Received invoice No. 6 of T - G Excavating, Inc. in the amount of $8,285.41 approved by the Water Engineering Department for Water Contract No. 77-XP-2 - State-Maysville - Long Road Water Main Section II. (Final payment).	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
19.	Received Partial Payment No. 9 of A. Hattersley & Sons, Inc. in the amount of $15,435.00 prepared and approved by Cole-Mattot Architects covering mechanical construction for the Restoration of "Old City Hall".	Approved and ordered paid from LPW Round II Fund. Also ordered City Controller to pay $1,715.00 paid to the A. Hattersley & Sons, Inc. Escrow Account at Anthony Wayne Bank.
20.	Received Partial Payment Estimate No. 8 of Shambaugh & Son, Inc. in the amount of $8,847.00 prepared and approved by Cole - Matott Architects covering electrical construction for the Restoration of "Old City Hall".	Approved and ordered paid from LPW Round II Fund.
21.	Received Partial Payment Estimate No. 9 of W. A. Sheets & Sons, Inc. in the amount of $56,404.80 prepared and approved by Cole-Matott Architects covering general construction for the Restoration of "Old City Hall".	Approved and ordered paid from LPW Round II Fund. Also ordered City Controller to pay $6,267.20 paid to the W. A. Sheets & Sons, Inc. Escrow Account at Indiana Bank & Trust Company.
22.	Received Release of Easement (GENERAL RELEASE) whereby City Utilities through the Board of Public Works hereby releases to Joseph J. Dahm and Edward M. Dahm that portion of the existing sewer and easement described as follows: The North 56 feet of the Sewer Easement, recorded June 21, 1965 in Plat Record 28, page 151 of the City of Fort Wayne, lying North and West of the SE corner of the East 1/2 of the SE 1/4 of Section 24, T 30N, R 12E in Allen County	Approved and filed in the Board of Public Works.

23. Received Agreement for Sewer Extension between North Eastern Investments, Inc. and City of Fort Wayne for the construction of a sanitary sewer within the plat of Windrift, Section I.

Approved.

Ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.

24. Received Partial Release of Easement for Storm and Sanitary Sewer Purposes and City of Fort Wayne Potable Water whereby City releases easement on Lot No. 59. (McKINNIEVILLE ADDITION).

Approved.

On file in the Board of Public Works.

25. Received proposed Water Rates from Bernard Perry, Utility Consultant.

Approved.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

26. Received Purchase Order No. 0255 from City Utilities for Spears-Dehner, Inc. in the amount of $254,986.87 for repair of Flood Damage to the dikes and roads at the WPC Plant Sludge Lagoons. RESOLUTION: 65-308-4.

Approved.

27. Received quotations from the Purchasing Agent for the proposed purchase of equipment for the Street Department:

(4) Four 1979 Single Axel Heavy Duty Dump Truck with equipment:

ALLEN COUNTY MOTORS ---------- $160,281.32

INTERNATIONAL HARVESTER --------$162,889.32

(1) One 1978 Case Four Wheel Drive Tractor with Front "V" Snow Plow:

HITE EQUIPMENT REPAIR, INC. ----$ 31,995.00

The bid of Allen County Motors was accepted under Purchase Order No. 4-03058 in the amount of $160,281.32.

The bid of Hite Equipment Repair, Inc. was accepted under Purchase Order No. 4-03059 in the amount of $31,995.00.

Ordered sent to the Common Council on September 12, 1978 at 8:00 p.m.

28. Received quotation from the Purchasing Agent for the proposed purchase of Aluminum poles for the City Street Lighting Department:

PREFERRED PRODUCTS ---------- $ 3,988.50

The bid of Preferred Products was accepted under Purchase Order No. 0238 in the amount of $3,988.50.

Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.

29. Received quotations from the Purchasing Agent for the proposed purchase of two 1977 Dump Bodies for the Street Departemnt:

ERNST TRUCK EQUIPMENT --------- $ 7,566.40

W. A. JONES & SON ---------- $10,728.56

The bid of Ernst Truck Equipment was accepted under Purchase Order No. 4-03057 in the amount of $7,566.40.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

30. Received quotations from the Purchasing Agent for the proposed purchase of approximately 9,000 tons type I Bulk Rock Salt for the Street Department: BLANKET PURCHASE ORDER TO October 31, 1979.

MORTON SALT COMPANY --------- $ 19.40/ton

INTERNATIONAL SALT COMPANY--- $ 18.38/ton

The bid of International Salt Company was accepted under Purchase Order No. 4-03056 in the amount per ton of $18.38.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

31. Received invoice of T & F Construction Corporation in the amount of $26,180.00 prepared and approved by the Street Engineering Department covering work on the Washington-Jefferson Rehabilitation Project No. 5797-78.

Approved and ordered paid from LRS Account No. 324-001.

32. Received Dedication of Right-of-Way for public road purposes - WOODSHIRE DRIVE - from Riverview Care Center, Inc., Environmental Properties, and Harold D. Palmer to the City of Fort Wayne, Allen County, Indiana. (Certificate of Acceptance by the Board of Public Works of the City of Fort Wayne, Indiana).

Approved.

33. Received recommendation from the Street Engineering Department that ALL ACTION BE RESCINDED on Sidewalk Resolution No. 5813-78 - 2812 Bowser Street. Board Order No. 97-78.

ALL ACTION RESCINDED.

34. Received recommendation from the Street Engineering Department that ALL ACTION BE RESCINDED on petition for new curbing on 3900 block of South Clinton Street. Board Order No. 113-78.

ALL ACTION RESCINDED.

35. Received inspection report from the Water Engineering Department and Completion Affidavit of T - G Excavating, Inc. for Water Contract 77-XP-2 - E. State - Maysville - Long Road Water Main Extension, Section II.

Approved.

Ordered acceptance letter written.

36. Received inspection report from the Water Engineering Department and Completion Affidavit of Northeastern Construction Co., Inc. for Water Contract No. 7718 - East State - Maysville, Section I.

Approved.

Ordered acceptance letter written.

37. Received a request from Glorifiers Youth Singing Groupe (Genois Adams and Odessa Hawkins) 123 E. McKinnie Avenue, for permission to use lot at 2106 South Hanna Street for singing practice - Gospel Group on Friday, September 8, 1978.

Approved and permit issued.

38. Received a request from Indiana & Michigan Meter Department (Dan Knee) 2101 Spy Run Avenue, for permission to parricade alley behind Old City Hall from Barr Street east to end of building on Monday, September 11, 1978 from 8:00 a.m. till 4:00 p.m.
PURPOSE: Installation of new meters.

Approved and permit issued.

39. A request was received from General Telephone (Don Rehling) 525 Tecumseh, for permission to barricade the east driving lane (north bound curb lane) of Calhoun Street 21 feet south of Jefferson on Friday, September 8, 1978 from 8:00 a.m. till 4:00 p.m.

Approved and permit was issued.

40. Received Contract, Guaranty and Liability Bonds of N. G. Gilbert, Inc. in the amount of $28,645.00 prepared by the Street Lighting Engineering Department signed by Ohio Farmers Insurance Company for Street Lighting Resolution No. 130-78 for the installation of underground wiring in Northwest Central Neighborhood Phase II for street lighting.

Approved.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

41. Received Contract, Guaranty and Liability Bonds of Hagerman Construction Corporation - Shambaugh & Son, Inc. (Joint Bidders) in the amount of $14,728,000.00, prepared by McNamee, Porter & Seeley, Consulting Engineers, for Contract No. 77-W-2 - City of Fort Wayne, Indiana, Water Works Improvement Filtration Plant Additions. St. Paul Fire & Marine Insurance.

Approved.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

42. Received Contract, Guaranty and Liability Bonds of Shambaugh & Son, Inc. in the amount of $789,500.00, prepared by McNamee, Porter & Seeley, Consulting Engineers, for Contract No. 77-W-3 - City of Fort Wayne, Indiana, Water Works Improvement St. Joseph Dam and Pump Station Additions. St. Paul Fire & Marine Insurance Company.

Approved.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

43. Received Contract, Guaranty and Liability Bonds of Worthington Pump Corporation in the amount of $271,480.00, prepared by Mc Namee, Porter & Seeley, Consulting Engineers, for Contract No. 77-W-4 - Furnishing Centrifugal Pumping Unit Replacement of Motor and Impeller and Accessories at the St. Joe Dam Pumping Station. Federal Ins. Co. of Providence, N. Y.

Approved.

Ordered sent to the Common Council on Tuesday, September 12, 1978 at 8:00 p.m.

44. Received agreement from William Salin, City Attorney, to perform additional legal duties in reference to proposed water bond issue and providing for reimbursement.

A true copy is incorporated herein as agreement for additional legal duties.

Meeting adjourned at 11:05 a.m.

Henry P. Helmberger

Edward W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, September 11, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

719 Archer	---	C.U. Water Maint.
5212 S. Anthony	---	"
Applewood, Peartree Lane & Springbrook Rd.	---	NIPSCO
642' along Aspen Ct. and 370' along Louisedale Dr.	---	"
Barr at and in alley So. of Jefferson	---	"
7401 Bluffton Rd.	---	C. U. Water Maint.
3233 Chancellor	---	"
1222 Coliseum Blvd.	---	R & A Plumb.
2417 Dodge	---	C.U. Water Maint.
6606 Dumont Dr.	---	NIPSCO
2321 Eby	---	C.U. Water Maint.
Essex Lane /5233 Coldwater Rd.	---	NIPSCO
3800 Blk. Euclid	---	"
1614 Forest Pk. Blvd.	---	C.U. Water Maint.
Forest Pk. & Delaware	---	"
Franklin So. of Archer & along Putnam E. & W. of Franklin	---	NIPSCO
Franklin bet. Margaret & Greenlawn & on Margaret bet. Franklin & St. Mary's	---	"
530 Fricke	---	C.U. Water Maint.
3101 Maumee /Greenwalt-Stone St.	---	T & G Excav.
Along Hamilton E. of Gay & in alley	---	NIPSCO
1009 Hamilton	---	"
3324 S. Harrison	---	Golden Rule Sewer
2805 Hoevelwood	---	NIPSCO
1718 Howell	---	"
1821 Howell	---	"
4600 Industrial Rd. at Heine Dr.	---	John Hartman
2100 & 2200 blks. John St.	---	NIPSCO
3502 Kirkwood	---	C. U. Water Maint.
1712 E. Lewis	---	J & G Co.
2425 Lillie	---	James Hughes
2205 W. Main	---	NIPSCO
100' S/O Covington on McKinley	---	Custom Sewer Serv.
2502 Nuttman	---	NIPSCO
2502 Nuttman	---	C.U. Water Maint.
6909 Ordway Dr.	---	NIPSCO
6925 Ordway Dr.	---	"
2038 Pauline	---	C.U. Water Maint.
1300 Progress Dr.	---	NIPSCO
413-17 Rose Lane	---	HIPSKIND ASPHALT CORP.

(Alley) W. of Calhoun - N/ Rudisill	---	Gen. Tel.
1100 Blk. Runnion	---	NIPSCO
1608 Schilling	---	C.U. WATER MAINT.
2130 Schomburg	---	NIPSCO
1323 Shoreview Dr.	---	"
175 E. State (alley)	---	"
1657 W. State	---	C. U. Water Maint.
1333 Wabash	---	NIPSCO
Washington & Fairfield (sdw.)	--	C.U. Water Maint.
1224 E. Washington (alley)	---	NIPSCO
Washington Center Rd. 1000' W./ Coldwater Rd,	---	Gen. Tele.
3021 Weisser Pk.	---	C.U. Water Maint.
Westwood Lane to Allen County Motors (prkstrp)	---	"
6720 Winchester Rd.	---	NIPSCO
4175 Woodstock	---	C.U. Water Maint.
1034 S. Calhoun	---	NIPSCO
E. Lane of Calhoun 21' S/o Jefferson	---	"
3333 Central	---	"
N/W cor. Superior & Clinton	---	"
1902 Duprey Dr.	---	"
Fairfield & Meyer	---	"
4933 Fairfield	---	"
714 Forest	---	"
414 Hamilton	---	"
Cor. Harmar & Madison	---	"
215 E. Jefferson	---	"
2801 Manford	---	"
1320 E. Wayne	---	"
1933 Papermill Crossing	---	"
2038 Pauline	---	"
1623 E. Wayne	---	"
Barr (alley) W/o Jefferson	---	"
1308 Rockhill	---	"
413 Rose Lane	---	"
445 St. Martin	---	"
453 St. Martin	---	"
5615 Standish	---	"
215 W. Superior	---	"
1126 Taylor	---	"
1815 W. Taylor	---	"
1333 Wabash	---	"
4400 N. Washington Rd.	---	"

4. Received private sidewalk applications: — Approved and permits issued.

710 Florence	---	Ned Keener
1150 Illsley	---	Form & Pour
1808 Tyler	---	A. Tilbury
400 W. Main	---	Carrington & Assoc.

5. Recieved driveway applications: — Approved and permits issued.

2225 Dwenger	---	Weigand Const. Co., Inc.
3728 Fairfield	---	James Lepper
710 Florence	---	Ned Keener Const.
6219 Highgate	---	Rex Amstutz
6018 Landover /Lofton Woods	-	Walter Lengacher
1529 Lofton Way	---	Rex Amstutz
1320 Kensington	---	James Lepper
5720 Millford Court	---	L. Miller & Sons
3216 Pavillion Court	---	A. D. Delagrange
7009 Peartree Lane	---	A. D. Delagrange
3401 Shoaf Pk. River Dr.	--	Richard Shearer
6920 S. Anthony	---	K. P. Meering Const.

6. Received Mutual Contract Termination Agreement - Resolution No. 5762-77 - Bluffton Road and Old Trail Road between John Dehner, Inc. and the City of Fort Wayne. Payment of retainage in the amount of $8,820.73 is to be paid. Invoice in the amount of $10,601.23 is to be paid.	Approved. A true copy is incorporated herein. Ordered payments to be made from the LRS Fund.
7. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Construction Company, Inc. in the amount of $117,876.25 prepared by the Street Engineering Department for Sidewalk Improvement Resolution No. 5809-78 Hanna-Creighton Impact Area Phase II. United Pacific Ins. Co.	Approved and ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.
8. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Construction Company, Inc. in the amount of $8,479.20 prepared by the Street Engineering Department for Sidewalk Improvement Resolution No. 5811-78 for the construction of sidewalk on the south side of Wallace Street from Lafayette Street east 202 feet; and on the east side of Lafayette Street from Wallace Street south 164 feet. United Pacific Ins Co.	Approved and ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.
9. Received recommendation from the Street Engineering Department that ALL ACTION BE RESCINDED on petition for sidewalk replacement at 333 Dalgren Avenue. Board Order No. 128-78.	ALL ACTION RESCINDED.
10. Received Special Sewer Permit for Bercot-Gibson Construction Co., Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Bercot-Gibson Const. Co., Inc. to construct J. C. Korh Memorial Youth Center Sanitary sewer.	Approved and Special Sewer Permit issued. Board Order No. 153-78.
11. Received Water Contract No. 7814 prepared and approved by the Water Engineer between Niemeyer Corporation and Fort Wayne Water Utility for Branning Hills, Section I.	Approved. Ordered sent to the Water Engineering Department for handling.
12. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hartman Construction Company with Guaranty Bond in the amount of $22,167.00 signed by State Automobile Mutual Insurance Company for Broadview Terrace Ext. Section I Sanitary and Storm Sewer.	Approved and ordered acceptance letter written.
13. Received Warranty Deed from Albert J. Hoesting, Jr. and Ruth B. Hoersting whereby they convey and warrant to the City of Fort Wayne, Indiana, the following described real estate in Allen County, Indiana: Lot 2 P.A. Randall's Addition to the City of Fort Wayne, Indiana. This conveyance is subject to easements, right-of way and restrictions of public record, restrictions in zoning ordinances, and unrecorded easements for roads, highways and public utilities. This conveyance is also subject to 1977 taxes payable in 1978 and all subsequent taxes.	Warranty Deed made a matter of record. A true copy is incorporated herein.

14. Received Warranty Deed from Harvey W. Wilds whereby he conveys and warrants to the City of Fort Wayne, Indiana, the following described real estate in Allen County, Indiana: Lot 3 P.A. Randall's Addition to the City of Fort Wayne, Indiana.	Warranty Deed made a matter of record. A true copy of which Deed is incorporated herein.
15. Received Invoice NO. 1 of Dailey Asphalt Products Company in the amount of $60,750.38 prepared and approved by the Street Engineering Department for Street Resurfacing Resolution No. 5805-1978 - Resurfacing 1st and 2nd Districts.	Approved and ordered paid from 1978 Revenue Sharing Funds.
16. Received Invoice No. 1 of Dailey Asphalt Products Company in the amount of $23,280.27 prepared and approved by the Street Engineering Department for Street Resurfacing Resolution No. 5807-1978 - Resurfacing 5th and 6th Districts.	Approved and ordered paid from 1978 Revenue Sharing Funds.
17. Received Invoice No. 3 of Bercot, Inc. in the amount of $29,260.00 approved by the Water Pollution Control Engineer covering work on Emergency Flood Resolution No. 65-289-7 for Alley 1700 Block St. Joe Blvd. (SALLIES ALLEY).	Approved and ordered paid from Purchase Order No. 9974.
18. Recieved Invoice NO. 2 of Bercot, Inc. in the amount of $49,200.00 approved by the Water Pollution Control Engineer covering work on Emergency Flood Resolution NO. 65-284-9 for Deister Machine o. repair.	Approved and ordered paid from Purchase Order No. 9992.
19. Received Invoice #8 of T & F Construction Corporation in the amount of $138,105.99 prepared and approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signals.	Approved and ordered amount of $138,105.99 paid to T & F Construction Corp by the City Controller. Also ordered T & F Escrow Account at Indiana Bank & Trust Company paid the amount of $15,345.11. Payments are to be made from the LPW II Fund.
20. Received Invoice NO. 11 of John Dehner, Inc. in the amount of $283,396.81 prepared and approved by the Water Pollution Control Engineering Department coverng work on Sewer Resolution No. 290-77 - North Maumee Interceptor, Section I. Payment is for period August 1, 1978 to August 31, 1978	Approved invoice #11 and ordered City Utilities to pay amount of $283,396.81. Also ordered $24,339.80 paid to John Dehner, Inc. Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.
21. Received Change Order No. G-3 of Weigand Construction Co., Inc. in the amount of $6,222.00 prepared and approved by Martindale, Tourney, Gibson, Inc. Architects, for general construction work on Humane Shelter - EDA # 06-51-26280.	Approved. Ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.

22. Received Change Order No. M-1 of Shambaugh & Son, Inc. in the amount of $5,389.00 prepared and approved by Martindale, Tourney, Gibson, Inc., Architects, for mechanical construction work on Humane Shelter - EDA #06-51-26280.

Approved.

Ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.

23. Received Change Order No. E-1 of Havel Bros., Inc. in the amount of $390.00 prepared and approved by Martindale, Tourney, Gibson, Inc., Architects, for electrical construction work on Humane Shelter - EDA #06-51-26280.

Approved.

Ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.

24. Received Change Order No. G-5 of W. A. Sheets & Sons, Inc. for the extension of completion date 64 days to November 6, 1978 for general construction for Restoration of the Old City Hall Building - EDA #06-51-26917. This change order prepared and approved by Cole-Matott, Architects.

Approved.

25. Received Change Order No. M-2 of A. Hattersley & Sons, Inc. for extension of completion date 64 days to November 6, 1978 for mechanical construction for Restoration of the Old City Hall Building - EDA #06-51-26917. This change order prepared and approved by Cole-Matott, Architects.

Approved.

26. Received Invoice #1 of Havel Bros., Inc. in the amount of $10,296.00 prepared and approved by Martindale, Tourney & Gibson, Architects, for electrical construction work on Humane Shelter EDA #06-51-26280.

Approved. Ordered paid from LPW Round II Funds...by City Controller

27. Received Invoice #2 of Shambaugh & Son, Inc. in the amount of $15,057.00, prepared and approved by Martindale - Tourney - Gibson, Architects, for mechanical work on Fort Wayne Humane Shelter - EDA #06-51-26280.

Approved. Ordered paid from LPW Round II Funds... by City Controller.

28. Received Invoice #4 of Weigand Construction Co., Inc. in the amount of $39,744.00, prepared and approved by Martindale - Tourney - Gibson, Architects, for general construction on Fort Wayne Humane Shelter - EDA #06-51-26280.

Approved and ordered paid from LPW-II by the City Controller.

Also ordered $4,416.00 paid to Weigand Construction Escrow Account at Indiana Bank & Trust Company.

29. Received a request from Schenkel & Sons (Bill Schenkel, 1120 St. Marys Avenue, for permission to barricade south parking lane of 300 block W. Wayne at Library construction site on Tuesday, September 12, 1978 thru Tuesday, December 12, 1978.
PURPOSE: Place construction fence at street around work site.

Approved and permit issued.

30. EMERGENCY RESOLUTION NO. 66-158-30

WHEREAS, the Water Engineering Department has determined that due to location of a de-cel lane on Hessen Cassel Road south of Tillman Road, it has become necessary to install a section of 16" main, and

WHEREAS, construction of the road is at the stage where this water main must be constructed immediately, and

WHEREAS, Water Engineering has requested and received bids from John Dehner, Inc. $17.47 per lineal foot; Bercot, Inc., $8,256 - $17.20 per lineal foot; Rieth-Riley - $14.00 per lineal foot,

NOW, THEREFORE, the Board of Public Works declares that an Emergency exists to perform this work immediately and accepts lowest and best bid of Rieth-Riley Consttruction Company, Inc. at $14.00 per lineal foot.

Approved this 11th day of September, 1978.

A true copy is incorporated herein.

Meeting adjourned at 10:45 a.m.

Henry P. Liebenberg

Edward D. Pamon

Irene A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, September 13, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

5410 S. Anthony ---------- NIPSCO
Bayberry & Cinnamon (prkstrp)- C.U. Maint Water
Rudisill Blvd. W/Calhoun - Gen. Tel.
6833 Del Rio Dr. /Wrangler -
(prkstrp---------- C. U. Water Maint.
1224 Park - "
5605 Riveria - "
2130 Schomburg - Boyd Plumb.
133 E. Washington Center Rd. - NIPSCO
3016 Winslow - C.U. Water Maint.

4. Received private sidewalk applications:

Approved and permits issued.

6904 Ordway Dr. --------- NuHouse, Inc.
3309 Rosebay Ct. ----------C. R. Rodebaugh

5. Received driveway applications:

Approved and permits issued.

6207 Goodfellow ---------- Stylemaster Mfg. Co.
3676 Wells St. ---------- Harley Graham, Inc.

6. RECEIVE BIDS:

Furnishing Materials for use in Sewer Resolution NO. 298-77 - St. Joe & Rothman Roads:

Referred to the Water Pollution Control Engineering Department for tabulation and report.

Award contract on Monday, September 18, 1978 at 9 a.m.

TREATY COMPANY ---------- $34,694.05

UNDERGROUND PIPE & VALVE, INC. --- $35,390.24

7. RECEIVE BIDS:

Street Lighting Resolution NO. 131-78 - Lakewood Park Area:

N. G. GILBERT CO. ------ $47,945.00

SCHMIDT ELEC. CO. ------ $30,232.80

T & F CONST. CO. ------- $28,600.40

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on Monday, September 18, 1978 at 9 a.m.

8. RECEIVE BIDS:

Resurfacing Resolution No. 5816-1978 for the resurfacing and restoring pavement as designated on (1) Pontiac Street from Pioneer to Coliseum, (2) Creighton Avenue from Harrison to South Wayne Avenue.

BROOKS CONST. CO., INC. --- $162,274.75

DAILEY ASPHALT PROD. CO.--- $160,943.00

MOELLERING CONST. CO. --- $192,391.50

RIETH-RILEY CONST. CO. --- $193,757.60

WAYNE ASPHALT CORP. --- $165,101.00

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, September 18, 1978 at 9 a.m.

9. Received a petition for the replacement of sidewalks on 2117 Short Street.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 155-78.

10. RESOLUTION NO. 66-160-10

Approved.

WHEREAS, Rolf Coal & Fuel Corp., an Indiana Corporation, have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, Indiana, to-wit:

Legal - Amended from Original Ordinance

An alley in Sturgis 2nd Addition, ten (10) feet wide, beginning at the west right of way line of Fairfield Avenue; thence westerly between Lots Numbered 1 and 2 of Sturgis 2nd Addition to the east right of way line of an alley, twelve (12) feet wide, lying west of and adjacent to the said Lots Numbered 1 and 2 of Sturgis 2nd Addition; and

That portion of an alley in Sturgis 2nd Addition, twelve (12) feet wide, beginning at the southeast right of way line of the Norfolk and Western Railway; thence south between Lots Numbered 1 and 2 and Lot Numbered 11 of Sturgis 2nd Addition a distance of 57.1 feet, said terminus being the westerly extension of the north line of a new alley, ten (10) feet wide, to be dedicated across Lot Number 2 in Sturgis 2nd Addition.

11. Received Special Sewer Permit for Colony Heights, Inc. prepared and approved by the Water Pollution Control Engineering Department and Irrevocable Letter of Credit #LC-504 from Indiana Bank & Trust Company in the amount of $41,208.00 for the construction of a sanitary sewer known as Crown Colony, Section "K". T - G Excavating, Inc. will perform the construction work.

Approved and Special Sewer Permit issued.

12. Received Resurfacing Resolution No. 5817-1978, final plans, estimate and specifications, prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on the following streets to be known as: (CITY PAID)

1. CALHOUN STREET - from the north property line of Baker Street as platted east of Calhoun Street to the south property line of Pontiac Street.

2. CALHOUN STREET - from the south curb line of Rudisill Blvd. to a point 50 feet south of the south property line of Pettit Avenue as platted east of Calhoun Street.

Approved and adopted.

Advertise, Notice to Contractors on September 16 and September 23, 1978.

Receive bids on Wednesday, September 27, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

13. Received Change Order No. 1 of Nobis Construction Company in the amount of $4560.00 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 295-77 Glenwood Park Lift Station Elimination.

Approved.

Ordered sent to the Common Council on Tuesday, September 26, 1978 at 9:00 a.m.

14. Received Agreement to convey the following real estate by the Allen County Board of Commissioners to the City Board of Public Works:

P.A. Randall's Subdivision Block B, except the East 208 feet Sec. 2, Township 30 N, Range 12 E in Fort Wayne, Indiana, Allen County,

Approved and ordered sent to the Common Council on Tuesday, September 26, 1978 at 9 a.m.

A true copy is incorporated herein.

15. Received an Agreement to Purchase Real Estate between Kim Wallace and the Board of Public Works property described as:

West 30 feet, Lot 18, Hanna's Partition, Plat B known as 1002 Madison Street.

Approved and ordered sent to the Common Council on Tuesday, September 26, 1978 at 9 a.m.

A true copy is incorporated herein.

16. Received a request from Martin, Inc., P.O. 522, for permission to barricade the south parking lane in 400 block of W. Wayne from Ewing to Fairfield (meters to be hooded) on Monday, Sept. 11, 1978 at 9:00 a.m. thru Friday, September 15, 1978 at 3:00 p.m. (closed at all times).
PURPOSE: Remove, repair and replace steeple on Trinity Lutheran Church using crane.

Approved and permit issued.

17. Received a request from Lincoln Life Insurance Company, Tom Davis, 1300 S. Clinton Street, for permission to hood meters on east side of Harrison Street from Douglas to Brackenridge on Monday, September 11, 1978 at all times.
PURPOSE: Special Event for Lincoln Life.

Approved and permit issued.

18. Received a request from Quick Action Sewer Service, 2920 Winter Street, for permission to barricade alley behind 4411 Warsaw Street on Wednesday, September 13, 1978 thru Wednesday, September 20, 1978 (at all times).
PURPOSE: Installation of new sewer.

Approved and permit issued.

19. Received a request from General Telephone Company, 525 Tecumseh, for permission to barricade the northbound curb lane of Calhoun Street at Jefferson Street (permit for State Highway gotten for work on Jefferson Street) on Tuesday and Wednesday, September 12 and 13, 1978 from 8:00 a.m. thru 4:00 p.m.
PURPOSE: Repair air leaks in cable.

Approved and permit issued.

20. Received recommendation from Water Pollution Control Engineer that it is deemed necessary to proceed under Base Bid "B" of Bercot, Inc., bid May 12, 1978 under Emergency Flood Resolution No. 65-284-9, Diester Machine. Base Bid "B" of Bercot was $407,500 (less Change Order decrease of $8,750 approved on July 5, 1978).

Approved.

Ordered Water Pollution Control Engineer to issue purchase order to Bercot, Inc. for Base Bid "B" in the amount of $407,500 less Change Order of $8,750.

Meeting adjourned at 10:45 a.m.

Henry P. Wichenberg

Ethel W. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, September 14, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, September 6, 1978 at 9 a.m.; Monday, September 11, 1978 at 9 a.m. and Wednesday, September 13, 1978 at 9 a.m.

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Easement Resolution No. 160-1978 for the condemnation of Permanent and Temporary sewer easements for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of Section 1, Township 31 North, Range 12 East, bounded on the North by a line 800 ± L.F. South of and parallel to the centerline of Dupont Road; bounded on the East by a line 1320 ± L.F. West of and parallel to the East line of Section 1, Township 31 North, Range 12 East; bounded on the south by a line 150 ± L.F. South of and parallel to the East-West centerline of Section 1, Township 31 North, Range 12 East; bounded on the West by the East line of the Northwest 1/4 of Section 1 Township 31 North, Range 12 East.

The Board determined the benefits as indicated.

Ordered the Water Pollution Control Engineering Department to prepare the Final Assessment Roll.

2. Received a request from Asher Advertising Agency (Tim Borne), 800 Commerce Building, for permission to 1600 block N. Harrison from 5th Street to 6th Street on Friday, September 15, 1978 from 2:00 p.m. till 3:30 p.m.
PURPOSE: Filming.

Approved and permit issued.

3. Received a request from Peggy Miller, 3109 Elmdale Drive, for permission to barricade Elmdale from Hessen Cassel to Waycross on Sunday, September 17, 1978 from 4:00 p.m. till 7:30 p.m.
PURPOSE: Block party.

Approved and permit issued.

Meeting adjourned at 3:45 p.m.

Henry P. Wehrenberg

Ethel W. LaMar

Max G Scott
BOARD OF ~~PUBLIC~~ WORKS

ATTEST:
Ursula Miller
Secretary and Clerk

Monday, September 18, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

1205 Springbrook Rd. ---------- A. D. Delagrange
1219 Springbrook Rd. ---------- A. D. Delagrange
1306 Springbrook Rd. ---------- A. D. Delagrange
1812 E. State ---------- H. Koch

4. Received driveway applications: — Approved and permits issued.

4516 Arlington ----------Robt. Houser
3615 N. Clinton ----------Dailey Asphalt
1002 L. Huntington Rd. ---------John Pelkington
1006 L. Huntington Rd. ---------John Pelkington
6904 Ordway Dr. ----------NuHouse, Inc.
3309 Rosebay Court ----------Charles Rudibaugh
1205 Springbrook Rd. ----------A. D. Delagrange
1219 Springbrook Rd. ----------A. D. Delagrange
1306 Springbrook Rd. ----------A. D. Delagrange
5025 Woodhurst ----------Robt. Houser

5. Received street cut applications: — Approved and permits issued.

2706 N. Anthony ----------C. U. Water Maint.
E. side of Brooklyn N/R.R. -NIPSCO
2717 Busche Dr. ---------- "
1034 S. Calhoun --- "
5620 Deforest --- "
3100 Dellview ---Bercot - Gibson
2925 Forest --- NIPSCO
5031 S. Hanna --- "
7033 Hessen Cassel --- Bertoc - Gibson
215 E. Jefferson (alley) --- NIPSCO
2329 Kenwood ---C.U. Water Maint
2315 Kenwood --- "
1213 E. Lewis (alley) ---NIPSCO
1716 E. Lewis --- "
2801 Manford --- "
731 Osage ---C.U. Water Maint.
3500 - 3300 - 2600 E.
Paulding Road ---WPC Engr.
1618 Pemberton ---C.U. Water Maint.
1308 Rockhill ---NIPSCO
413 Rose Lane --- "

453 St. Martins	----------NIPSCO
445 St. Martins	---JIG Water Sewer Disc.
5615 Standish	---NIPSCO
215 W. Superior	---JIG Water Sewer Disc.
421 E. Taber	---NIPSCO
1126 Taylor	---T - G Excavating
537 E. Wallace	---NIPSCO
4400 N. Washington Rd.	--- "
4310 N. Washington Rd.	--- "
1623 E. Wayne	--- "
1320 E. Wayne (alley)	--- "
2430 Weisser Pk	--- "
4938 Woodhurst	---C.U. Water Maint.
1602 Allgier	---NIPSCO
E/s of Brooklyn N/o R.R.	--- "
2717 Busche	--- "
902 S. Calhoun	--- "
Superior & Clinton N/W cor.	--- "
823 High	--- "
1522 Hurd	--- "
1603 E. Lewis	--- "
2405 Lillie	--- "
1432 W. Main	--- "
729 Michael	--- "
4722 Pinehurst	--- "
3533 Reed	--- "
706 Walnut	--- "
2430 Weisser Pk.	--- "
3601 Old Maumee	---Gen. Tele.
Ft. Wayne Auto Parts	---

6. Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5816-1978 for resurfacing and restoring pavement as designated on (1) Pontiac Street from Pioneer to Coliseum and (2) Creighton Avenue from Harrison to South Wayne Avenue.

Award contract to Dailey Asphalt Prod. Company at and for their bid in the amount of $160,943.00 subject to councilmanic approval. Ordered the Street Engineering Department to prepare contract and necessary documents.

7. Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 131-1978 - for lighting on Lakewood Park in areas of Interlaken Drive, Fairoak Drive and Wm. May Addition, Section "B" to Reserve Line Road, Lakewood Drive, Maywood Circle, Donna Drive, etc. areas.

Award contract to T & F Construction Company at and for their bid in the amount of $28,600.40 subject to councilmanic approval.

Ordered the Street Lighting Engineering Department to prepare contract and necessary documents.

8. Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for MATERIALS used for Sewer Resolution No. 298-1977 - St. Joe Road and Rothman Road area.

Award contract to Treaty Municipal Materials at and for their bid in the amount of $34,694.05 subject to councilmanic approval.

Ordered the Water Pollution Control Engineering Department to prepare contract and necessary documents.

9. Received Change Order No. E-2 of Shambaugh & Son, prepared and approved by Cole-Matott, Architects, for the extension of time for completion of electrical construction on Restoration of the "Old City Hall" 64 days from September 3, 1978 to November 6, 1978. (a total of 319 consecutive calendar days.) EDA 06-51-26917.

Approved.

10. Received Invoice No. 1 of Hipskind Asphalt Corporation for payment of amount of $21,113.95 prepared and approved by the Street Engineering Department for Resurfacing Resolution No. 5791-1977 - Curdes Avenue and Fifth Street.

Approved and ordered paid from the MVH 1977 Fund encumbered.

11. Received quotations from the Purchasing Agent for the proposed purchase of one (1) 1979 Two-door four wheel vehicle for Technical Services Department:

ALLEN COUNTY MOTORS ---------$8,415.40

HEFNER CHEVROLET, INC. ----- $8,365.00

HOOSIER FORD, INC. --------- $8,399.05

Through the recommendation of the Purchasing Agent the bid of Allen County Motors was accepted in the amount of $8,415.40 under Purchase Order No. 0287, dated September 18, 1978.

Ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.

12. Received Purchase Order B-0274, dated September 15, 1978, from the Purchasing Agent for the proposed lease arrangement for 24 month of material for the Data Processing Department:

IBM CORPORATION - Lease: 13- IBM 3278 Model 2 CRT -$ 63.00/ea.
3 IBM 3287 Model 1 Printers -$152.00/ea.
1 IBM 3274 Model 1B Controller-$444.00/ea.

Ordered sent to the Common Council on Tuesday, September 26, 1978 at 8:00 p.m.

13. Received Purchase Order No. 0275, dated September 15, 1978, issued to Bercot, Inc. in the amount of $407,500.00 for Base Bid "B" for Emergency Flood Resolution No. 65-284-9 for Diester Machine Company, 1933 East Wayne Street. - less $8,750.00.

Approved.

14. Received Change Order No. 1 of Winzeler Excavating, Inc. in the decreased amount of $17,000 prepared and approved by Water Pollution Control Engineering Department covering work on Sewer Resolution No. 298-77 - Rothman Road - Maplecrest Road Sanitary Sewer, Phase I.

Approved.

15. Received Invoice #6 of Rieth-Riley Construction Company, Inc. in the amount of $73,381.75 approved by the Street Engineering Department covering work on Resolution No. 5767-1977 - Clinton Street from Barr to Superior St.

Approved.

Ordered invoice sent to Indiana State Highway Commission, attention W. J. Ritman, Chief Division of Construction, 1313 State Office Building, Indianapolis, Indiana, 46204, in reference to agreement, Order No. 77022263, appropriation account No. 400-840-644.

16. Received Invoice NO. 1 of Rieth-Riley Const. Company, Inc. in the amount of $18,561.63 approved by the Street Engineering Department covering work on Improvement Resolution No. 5804-78 - Northwest Central Phase III.

Approved.

Ordered paid by Community Development and Planning.

17. Received Invoice of Materials Inspection and Testing, Inc. in the amount of $572.00 prepared by the Street Engineering Department, for absolute viscosity tests of asphalt - for resurfacing projects -1978. (11 tests).

Approved and ordered paid from MVH Funds.

18. Received invitational bid taken by the Street Engineering Department for miscellaneous projects at Waynedale: McARTHUR DRIVE.

JOHN DEHNER, INC. -------- $2,178.00

Approved.

Ordered Purchase Order No. 05131 issued to cover this project.

19. Received invoice of Carrington & Associates, Inc. in the amount of $4,684.60 approved by the Street Engineering Department covering projects for winter damage and deterioration.

Approved and ordered paid under Purchase Order No. 4-00194.

20. Received invoice of Carrington & Associates, Inc. in the amount of $919.37 approved by the Street Engineering Department covering project for landscaping work due to Winter Blizzard.

Approved and ordered paid under Purchase Order No. 4-00171.

21. Received invoice of Emil P. Holliday in the amount of $4,830.30 approved by the Street Engineering Department covering work replacement of curb, etc. on North Anthony from Washington to Vance Avenue.

Approved and ordered paid under Purchase Order No. 4-03852.

22. Received invoice of Emil P. Holliday in the amount of $4,807.00 approved by the Street Engineering Department covering replacement of curb from State Blvd. to Vance Ave. on Crescent Avenue.

Approved and ordered paid under Purchase Order No. 4-04293.

23. Received invoice of Emil P. Holliday in the amount of $3,917.00 approved by the Street Engineering Department covering replacement of windwalks at Anthony and Washington.

Approved and ordered paid under Purchase Order No. 4-03853.

24. Received invoice #3 of Martindale, Tourney, Gibson, Inc. in the amount of $2,459.47 covering architectural services according to agreement dated November 31, 1976 for Fort Wayne Humane Shelter.

Ordered paid out of Revenue Sharing and LPW Funds.

25. Received invitational bid taken by the Street Engineering Department for miscellaneous projects at Waynedale: OLD TRAIL ROAD

JOHN DEHNER, INC. ---------- $4,038.10

Approved.

Ordered Purchase Order No. 05132 issued to cover this project.

26. Received invitational bid taken by the Street Engineering Department for miscellaneous projects at Waynedale: OLD TRAIL ROAD AND LOWER HUNTINGTON ROAD AREA

JOHN DEHNER, INC. ---------- $3,887.50

Approved.

Ordered Purchase Order No. 05133 issued to cover this project.

27. Received Invoice No. 1 (2554) of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $511,280.38 approved by City Utilities' General Superintendent for engineering services in preparation of plans, specifications and contract documents for Water Works Improvements in accordance with Contract between City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.

Approved and ordered paid by City Utilities from the Water Utility Fund.

28. Received Invoice No. 1 (2555) of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $17,604.92 approved by City Utilities' General Superintendent for General Engineering during construction on Contract 77-W-1 WASH WATER RETENTION BASIN - per agreement dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.

Approved and ordered paid by City Utilities from the Water Utility Fund.

29. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $24,742.41 signed by State Automobile Mutual Insurance Company for Woodmont, Section III, Sanitary Sewer.

Approved.

Ordered acceptance letter written.

30. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $33,426.94 signed by State Automobile Mutual Insurance Company for Woodmont, Section IV, Sanitary Sewer.

Approved.

Ordered acceptance letter written.

31. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $10,590.49 signed by State Automobile Mutual Insurance Company for Cook Road Sanitary Sewer - (Springwood Addition Lots 1 - 9).

Approved.

Ordered acceptance letter written.

32. Received inspection report from the Water Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $3,670.93 signed by State Automobile Mutual Insurance Company for Water Line - Broadview Terrace Extended, Section I. #7808.

Approved.

Ordered acceptance letter written.

33. Received new rate schedule for Unit Price Street Lighting and Maintenance Contract awarded to T & F Construction Company on May 25, 1977 and approved by the Common Council by Special Ordinance S-131-77 incorporating the 7.5% escalator clause effective September 1, 1978 which was contained in original contract.

Approved.

A true copy is incorporated herein under Street Lighting and Maintenance Contract (Unit Price).

34. Received a request from Lengacher Construction Company (Derold Yoder), R. R. #3, Grabill, Ind., for permission to barricade by putting hood on one meter in the 300 block of E. Berry from Tuesday, September 19 thru Friday, October 6, 1978 at all times. PURPOSE: Construction at General Telephone Company.

Approved and permit issued.

35. Received a request from Schenkel & Scheele, 1117 Broadway, for permission to barricade the west parking lane in front of 702 Union Street (Art School) on Tuesday, September 19, 1978 thru Thursday, September 21, 1978 at all times.
PURPOSE: Placing dumpster for roofing work.

Approved and permit issued.

36. Received a request from Pat Newell, 1848 Kensington, for permission to barricade Delaware Avenue from Kensington to Pemberton on Saturday, September 30, 1978 from 1:00 p.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

Meeting adjourned at 11:05 a.m.

Henry P. Wehrenberg

Edward W. LaMar

Mary A. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Wednesday, September 20, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

Received Minutes of Meetings held on Thursday, September 14, 1978 at 3:30 p.m. and Monday, September 18, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

5233 Coldwater ---------- Wayne Asphalt
5200 Covington Rd. --------- Diversified Util.
4700 Industrial Rd. -------- Moellering Const. Co.

4. Received street cut applications: — Approved and permits issued.

3323 Central (alley)	--- NIPSCO
4100 N. Clinton	- "
801 Columbia (alley)	- "
2417 Curdes	- "
4933 Fairfield	- "
1152 Francis (alley)	- "
414 Hamilton	- "
2405 Lillie	- "
3533 Reed (alley)	- "
706 Walnut	- "
S/W cor. Reynolds & So. Coliseum Blvd.	- Gen. Tele.
404, 412, 420, 428, 436, 504, 512, 520 and 528 E. Cook Road	- NIPSCO
6417 & 6525 Dumont Dr.	- "
1900 Glenwood	- "
NE cor. of Washington Blvd.	- Gen. Tel.
Harmar at intersec. of Madison	- NIPSCO
2310 Hazelwood	- "
6212 Landover Place	- "
Meyer at intersec. of Fairfield	- "
5704 & 5708 Millbridge Ct.	- "
2038 Pauline (sdw.)	- "
5717 Roaring Fork Run	- "
1815 Taylor	- "
N/W cor. of Maumee & Wabash	- Gen. Tel.
Washington Center Rd. E/o SR #3	- "
3676 Wells St.	- NIPSCO

5. Received Final Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 160-1978 for the condemnation of permanent and temporary sewer easements - Pine Valley Village Mall.	CONFIRMED and ordered sent to the Department of Finance.
6. Received Purchase Order No. 0295, dated September 20, 1978, from the Purchasing Agent for furnishing necessary labor and equipment to haul and install Water Main on Hessen Cassel Road from Tillman Road Southward and for the furnishing and placement of necessary refill material. Purchase Order issued to Rieth-Riley Construction Company, Inc. in the amount of $6,720.00 per Emergency Resolution No. 66-158-30.	Approved.
7. Received quotations from the Purchasing Agent for the proposed purchase of one 1979 four-door sedan automobile for the Street Engineering Department: ALLEN COUNTY MOTORS CO. ------- $5,487.80 HEFNER CHEVROLET ---------- $5,807.16 NORTHWAY - CHRYSLER ---------- $5,290.00	Through the recommendation of the Purchasing Agent the bid of Allen County Motors in the amount of $5,487.80 was accepted under Purchase Order No. 4-03150, dated September 19, 1978. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8 p.m.
8. Received Invoice No. 1 of Hipskind Asphalt Corporation in the amount of $7,785.00 prepared and approved by the Street Engineering Department covering work completed on Resolution No. 5802-1978 - Nebraska, Phase III.	Approved and ordered paid by Community Development and Planning.
9. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water ---$2,608.78 and Sewer --- $2,055.38 (total $4,664.16).	Approved.
10. Received Invoice #4 of Spears-Dehner, Inc. in the amount of $34,588.91 prepared and approved by the City Utilities General Superintendent covered by Sewer Resolution NO. 298-77 - Rothman - Maplecrest Road Sanitary Sewer Interceptor, Phase II.	Approved invoice #4 of Spears-Dehner, Inc. paid by City Utilities in the amount of $34,588.91. Also ordered $3,843.21 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from the Water Pollution Control Utility Fund.

11. SEWER TAP AGREEMENT REIMBURSEMENT

Permission is hereby granted to:

Big Red Quick Prime - 1320 Coliseum Blvd., North ----------$2,035.83
Hudson Oil Company - 1222 Coliseum Blvd., North ----------$3,148.74
to tap a sewer to serve the above locations.
Said permission is conditioned upon the payments of the sums above (total of $5,184.57) to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-245-78 dated February 23, 1978, who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with the Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $5,184.57 to Roberts Development Corp. which sum was deposited with the City by applicants to be distributed as set out in the Special Sewer Tap Agreement (65-242-4).

12. SEWER TAP AGREEMENT REIMBURSEMENT

Permission is hereby granted to:

Demore Doster - 8322 Manor Drive -----$ 540.63
Dan Kruse ----- 8622 Manor Drive -----$ 577.60
David Johnson - 8510 Manor Drive -----$ 431.38
Gene Kohn ----- 8429 Manor Drive -----$ 559.36
to tap a sewer to serve the above locations.
Said permission is conditioned upon the payments of the sums above (total of $2,108.97) to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-107-77 dated May 16, 1977, who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with the Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $2,108.97 to Karl Jensen which sum was deposited with the City by applicants to be distributed as set out in the Special Sewer Tap Agreement. (64-218-10)

13. Received Improvement Resolution No. 5819-78, final plans, estimate and specifications prepared by the Street Engineering Department for improving by resurfacing and restoring pavment on the following designated streets:

1. Ewing Street - from the south property line of Jefferson Street to the north property line on Baker Street.

2. Runnion Avenue - from the south property line of Spring Street to the north curb line of Main Street.
(CITY PAID.

Approved and adopted.

Advertise Notice to Contractors September 23 and 30, 1978.

Receive bids on Wednesday, October 4, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

A true copy is incorporated herein.

Meeting adjourned at 10:05 a.m.

Henry R. Webaker

Edward N. LaMar

Mary Gaston

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, September 21, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION:

   Sewer Easement Resolution No. 158-1978 for the condemnation of a permanent easement for the purpose of reconstructing and maintaining a sewer line along and across the Southwest Quarter of Section 29, Township 31, Range 13 East, all of which is totally bounded within Campus Court Addition.

   CONFIRMED.

   Ordered the Water Pollution Control Engineering Department to prepare assessment roll of Benefits and Damages.

2. Received Special Sewer Permit for Clarence R. Hewes, Jr. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of John Hartman Construction Company to construct a sanitary sewer known as Hewes Industrial Court OFF-SITE Sanitary Sewer.

   Approved and Special Sewer Permit issued.

   Board Order No. 161-1978.

3. Received plat of Bridgedale Terrace Addition, Section "D" approved and submitted by City Plan Commission.

   Approved.

Meeting adjourned at 4:35 p.m.

Henry P. Wehrenberg
Edward H. LaMar
Max G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, September 25, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg,
E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of inance.

3. Received private sidewalk applications:

Approved and permits issued.

6127 Chicory Dr. ---------- Fisher Builders
3224 Pavillion Ct. ----------Fisher Builders
7026 Pear Tree Lane ----------A. D. Delagrange Const.
520 Spring St. ----------Gene Kunberger Assoc.
1105 Springbrook Rd. ---------A. D. Delagrange Const.
1118 Springbrook Rd. ---------A. D. Delagrange Const.
629 E. Washington Blvd. ------Harley Graham, Inc.

4. Received street cut applications:

Approved and permits issued.

2201 Alabama (alley) --- NIPSCO
1602 Alliger - "
1423 S. Anthony - "
902 S. Calhoun (alley) - "
1617 N. Coliseum - C. U. Water Maint.
538 Clayton - Ind & Mich.
3917 Dalewood - Custom Sewer Serv.
Decatur Rd. 30' N/O Gen. Tel. Co.
Hystone Dr. - "
Decatur Rd. 30' N/O Woodside - "
801 W. Dewald - NIPSCO
1902 Duprey - "
714 Forest (alley) - "
2325 Goshen - "
Harmar & Eliza - C. U. Water Maint.
1300 Harmar - "
823 High - NIPSCO
1522 Hurd - "
1603 E. Lewis - "
4829 Madiera - "
1432 W. Main (alley) - "
729 Michaels (alley) - "
2929 Oliver - "
1933 Papermill Crossing - "
4722 Pinecrest - "
5025 Southfield - "
3303 E. State - DON PORTER SEC.
Superior at intersec.
of Clinton - NIPSCO

5. Received Assessment Roll of Benefits and Damages, prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 158-1978 for the condemnation of a permanent easement for the purpose of reconstructing and maintaining a line (sewer) along and across the South West Quarter of Section 29, Township 31, Range 13 East, all of which is totally bounded within Campus Court Addition.	Approved and Board finds that the amount of damages to each property listed on said roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered. Notices to be served September 29, 1978. Hearing on Confirmation of Assessment Roll Thursday, October 12, 1978 at 3:30 p.m.
6. A request was received from Martin, Inc. P.O. Box 522, for permission to barricade sidewalks only durrounding area bounded by Harrison, Jefferson, Calhoun and Washington (different portions of sidewalks will be closed at different tiems during the year) on Wednesday, September 20, 1978 till September 20, 1979 at all times. PURPOSE: Demolition of buildings for Redevelopment Center.	Approved and permit issued.
7. A request was received from Schenkle & Scheele, 1117 Broadway, for permission to barricade west parking lane on Union Street at northwest corner of West Berry from Monday, September 25, 1978 thru Friday, September 29, 1978 at all times. PURPOSE: Placing dumpster for roofing work at 1026 West Berry Street.	Approved and permit issued.
8. Received a request from Tibbits Mechanical Contractors (Bob Marsh) P.O. Box 1117, Anderson, Indiana, for permission to barricade the 900 block of S. Calhoun from Wayne to Washington (entire street) on MOnday, October 2, 1978 thru Friday, October 20, 1979 from 7:00 p.m. till 7:00 a.m. each day. PURPOSE: Install water and sewer service to new I & M Building.	Approved and permit issued.
9. Received RESCISSION OF NOTICE OF LIEN which was placed in error on the following property: Lot No. 15 in Comparet's Addition to the City of Fort Wayne, commonly known as 932 East Berry Street. Also Lot No. 16 - known as 938 East Berry Street.	Approved.
10. Received quotation from the Purchasing Agent for the proposed purchase of 100 post top luminaires for the Street Lighting Department: GENERAL ELECTRIC COMPANY ---------- $13,000.00	Through the recommendation of the Purchasing Agent the bid of General Electric Company was accepted in the amount of $13,000.00 under Purchase Order No. 0289, dated September 19, 1978. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.

11. Received Agreement for Sewer Extension between Allen Corporation and the City of Fort Wayne for the construction of a sanitary sewer known as Pine Valley Village Mall Sanitary Sewer.	Approved. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.
12. Received quotation from the Purchasing Agent for the proposed purchase of 35 Decashield Luminaires for the Street Lighting Department: GENERAL ELECTRIC COMPANY ------ $8,050.00	The recommendation of the Purchasing Agent was accepted under Purchase Order No. 0296, dated September 20, 1978 for General Electric Company in the amount of $8,050.00 Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.
13. Received quotation from the Purchasing Agent for the proposed purchase of 100 pedestal poles for the Street Lighting Department: PREFERRED PRODUCTS ----------$11,740.00	The bid of Preferred Products was accepted under Purchase Order No. 0290, dated September 19, 1978 in the amount of $11,740.)0. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.
14. Received Purchase Order No. 0301, dated September 22, 1978, for the purchase of material to be used on Rothman Road - Maplecrest Road Sanitary Sewer Interceptor covered by Resolution No.298-77 for the Water Pollution Control Engineering Department: TREATY COMPANY ---------- $34,694.05.	The quotation of Treaty Company was accepted under purchase order 0301 in the amount of $34,694.05. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.
15. Received quotation from the Purchasing Agent for the proposed purchase of 35 Aluminum Poles for the Street Lighting Department: PREFERRED PRODUCTS COMPANY ----- $15,955.45.	The bid of Preferred Products Company was accepted under Purchase Order No. 0299, dated Sept. 21, 1978, in the amount of $15,955.45. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.
16. Received invoice of Wayne Asphalt and Construction Company, Inc. in the amount of $4,000 prepared and approved by the Street Engineering Department for re-surfacing the intersection at Ardmore and Engle Roads - covered by Resolution No. 5799-1978.	Approved and ordered paid from the LRS Fund.
17. Received Invoice No. 1 of Brooks Construction Company in the amount of $38,721.06 prepared and approved by the Street Engineering Department for work on Improvement Resolution No. 5796-78 - Columbia Avenue - "The Landing".	Approved and ordered paid by Redevelopment Commission.

18. Received Invoice NO. 5 of Spears-Dehner, Inc. in the amount of $102,448.08 prepared and approved by the Street Engineering Department covered by Improvement Resolution No. 5797-78 - Jefferson, Maumee and Washington Project.	Approved and ordered $102,448.08 paid from LRS Account. Also ordered $11,383.12 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank and Trust Company. Original sent to Chief ISHC for reimbursement to City
19. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Northastern Construction Company, Inc. with Guaranty Bond in the amount of $9,911.25 signed by American States Insurance Company for Hollows Sanitary Sewer - Section I.	Approved. Ordered acceptance letter written.
20. Received inspection report from the Water Engineering Department and Completion Affidavit of . D. Delagrange with Guaranty Bond in the amount of $6,892.50 signed by Reliance Insurance Company for Orchard Woods, Section "A" Water Main - Contract 7717.	Approved. Ordered acceptance letter written.
21. Received Dedication of Right-of-Way from Environmental Properties for Woodshire Drive - Canterbury Phase 8.	Accepted right-of-way.
22. Received Water Contract No. 7815 prepared and approved by the Water Engineer between the Fort Wayne Utility and Wheatridge Investors, Inc. for the construction of Water Main Wheatridge and Newberry.	Approved. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.
23. Received Agreement between the City of Fort Wayne and EcolSciences, Inc. (Consultant) for preparation of a Plan of Study for the Combined Sewer Overflow Program in the City of Fort Wayne, Indiana.	Approved. Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m. A true copy is incorporated herein.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Edward W. DeMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, September 27, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, Sept. 20, 1978 at 9 a.m.; Thursday, Sept. 21, 1978 at 3:30 p.m.; Monday, Sept. 25, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

603 Kinsmoor ---------- Carrington & Assoc.
1606 Lofton Way ------- Robt. Cowan Bldrs.
520 Spring St. -------- Gene Kunberger
2804 Thompson AVe. ----- F. J. Tibbits Const.

Approved and permit issued.

4. Received private sidewalk applications:

2112 No. Anthony ---------- A. C. C. Concrete
2114 N. Anthony ---------- John Tressler
333 Dalgren ---------- Ray's Concrete
112 E. Lexington ---------- Herb Koch
6927 Peartree Lane --------- A. D. Delagrange
1206,1211, 1305, 1311 and
Springbrook Road------- A. D. Delagrange
3124 Stepping Stone Lane ----A. D. Delagrange
1815 Wells ----------Coblentz

Approved and permit issued.

5. RECEIVE BIDS:

Improvement Resolution for Streets No. 5817-1978 for improving by resurfacing and restoring pavement on the following streets:

1. CALHOUN STREET - from the north property line of Baker Street as platted east of Calhoun Street to the south property line of Pontiac Street.

2. CALHOUN STREET - from the south curb line of Rudisill Blvd. to a point 50 ft. south of the south property line of Pettit Avenue as platted east of Calhoun Street.

DAILEY ASPHALT CORP. ---- $171,785.00

HIPSKIND ASPHALT CORP. --- $176,378.00

MOELLERING CONST. CO., ----$199,045.00

RIETH-RILEY CONST. CO. ----$190,707.00

WAYNE ASPHALT CO. -------- $178,242.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, October 2, 1978 at 9:00 a.m.

6. Received Dedication, Protective Restrictions, Covenants, Limitations and Easements Appended as part of the Dedication and Plat of BRIDGEFALE TERRACE ADDITION, SECTION "D" submitted and approved by the City Plan Commission.

Approved.

7. Received Plat of KERCHIVAL PARK, SECTION III. submitted and approved by the City Plan Commission.

Approved.

8. RESOLUTION NO. 66-179-8

Approved.

WHEREAS, the Perfection Biscuit Company has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, Indiana:

Maiden Lane north of Pearl Street and South of the Norfolk and Western rail tracks.

9. Received invoice of Wayne Asphalt & Construction Company, Inc. in the amount of $24,237.50 prepared and approved by the Street Engineering Department for Resolution No. 5799-1978 -Ardmore Avenue - Engle Road Intersection.

Approved and ordered paid from the L.R.S. Account.

10. Received invoice No. 2 of Hipskind Asphalt Corporation in the amount $8,690.98 prepared and approved by the Street Engineering Department for Resolution No. 5791-77 Resurfacing Curdes, Fifth, St. Joe Road, Putnam, Barr and Weisser Park.

Approved and ordered paid from Revenue Sharing Fund.

11. Received Special Street Permit for Woodshire Drive (Canterbury Green Phase VIII) prepared and submitted by the Street Engineering Department.

Approved.

12. Received Indenture whereby City of Fort Wayne conveys to Indiana & Michigan Electric Company the following: (Right-of-way and easement)

Approved.

Sent to Indiana & Michigan Co. for recording.

Part of the southwest quarter of said Section 6, described as follows:

Strips of land 14 feet in width being 7 feet each side of lines as follows: Beginning at a point on the east right of way line of Glasgow Avenue 147.5 feet north of the north right of way line of Dwenger Avenue; thence in a northeasterly direction with a deflection angle right of 67 degrees, a distance of 60 feet to a point hereby designated as Point "A"; thence continuing northeasterly on the aforedescribed line, a distance of 200 feet.

Also beginning at herein designated Point "A"; thence in a northwesterly direction with an interior angle of 56 degrees, a distance of 65 feet.

13. Received quotation from the Purchasing Agent for the proposed purchase of 100 Sodium Power Doors for the Street Lighting Department:

GENERAL ELECTRIC COMPANY ---- $6,900.00

Through the recommendation of the Purchasing Agent the bid of General Electric Company was accepted under Purchase Order No. 0300, dated September 25, 1978, in the amount of $6,900.00.

Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8 p.m.

14. Received Special Sewer Permit for Affordable Homes by John Pelkington prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Porter Construction Company to construct a storm and sanitary sewer known as Seneca Hills Storm and Sanitary Sewers.

Approved and Special Sewer Permit issued.

Board Order No. 164-78.

15. Received Special Sewer Permit for AM-CAL Construction Corp. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of AM-CAL Construction Corporation to construct sanitary sewer known as Kinney-Shoes - Offsite Sanitary Sewers - Maplecrest Road and E. State Street.

Approved and Special Sewer Permit issued.

Board Order No. 66-78.

16. Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Maintenance Bond in the amount of $9,794.00 signed by Insurance Company of North America for Water Contract #7712 - Papermill Bluffs, Section I.

Approved.

Ordered acceptance letter written.

17. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Custom Sewer Service with Performance and Guaranty Bond in the amount of $3,500 signed by Auto Owners Insurance Company for Lower Huntington Road Sanitary Sewer Extension.

Approved .

Ordered acceptance letter written.

18. Received Street Improvement Resolution No. 5821-78, final plans, estimate and specifications prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on the following street to be known as:

BROADWAY - from the south property line of Creighton Avenue to a point 151 feet south of Rudisill Boulevard.

(CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors September 30 and October 7, 1978.

Receive bids on Wednesday, October 11, 1978 at 9:00 a.m.

19. Received Street Improvement Resolution No. 5820-1978, final plans, estimate and specifications from the Street Engineering Department for restoring and resurfacing pavement as designated on the following street to be known as:

BROADWAY - from the north property line of Berry Street to the south property line of Creighton Avenue.

(CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors September 30 and October 7, 1978.

Receive bids on Wednesday, October 11, 1978 at 9:00 a.m.

20. Received Water Contract No. 78-XP-1, final plans, estimate and specifications prepared by the Water Engineering Department for furnishing all materials, labor, equipment, tools, power transportation, miscellaneous equipment, etc., necessary to install water main on Ardmore Avenue beginning at a point 200 +feet south of Engle Road, thence south 220 ± feet, all as shown on Fort Wayne Water Utility, Engineering Department Drawing No. Y-10527, sheet 1. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors September 30 and October 7, 1978.

Receive bids on Wednesday, October 11, 1978 at 9:00 a.m.

21. Received request from Mr. Larry Williamson, 308 S. Seminole Circle, for permission to barricade S. Seminole Circle and N. Seminole Circle at Harrison Street entrances (also Radial Lane at N. & S. Seminole Circle) on Saturday, October 7, 1978 from 3:00 p.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

22. EMERGENCY FLOOD RESOLUTION NO. 66-181-22

WHEREAS, during the month of March the City of Fort Wayne suffered severe flood damage and was termed a National Disaster Area by the United States Government; and

WHEREAS, the contractors for Filtration Plant Expansion Contract 77-W-1 were required to do additional work in the amount of $23,327.50 which has been approved by the Federal Disaster Assistance Agency:

NOW, THEREFORE, the Board of Public Works hereby declares that a Flood Emergency did exist, that said work was necessary and hereby approve Change Order No. 4 in the amount of $23,327.50.

Approved this 27th day of September, 1978.

A true copy is incorporated herein.

23. Received a request from Christian Women's Association, Mrs. David Peters, 3008 Glencairn, for permission to barricade y hooding meters on north side of the 400 block of Berry Street (West) from Fairfield to Ewing (across from Scottish Rite) on Wednesday, October 18, 1978 at all times till 2:30 p.m.
PURPOSE: Parking for dignitaries attending Prayer Breakfast.

Approved and permit issued.

24. EMERGENCY RESOLUTION NO. 66-182-24:

WHEREAS, a sanitary sewer collapsed at Northwest corner of building on Wall Street near General Electric Company; and

WHEREAS, an emergency existed to repair said sewer immediately; and

WHEREAS, Water Pollution Control Engineering Department solicited bids from Nobis Const. Co., Earth Const. Co., T & G Excavating, Inc., John Dehner, Inc., and Bercot, Inc.; and

WHEREAS, only Bercot, Inc. submitted a bid in the amount of $39,995.00:

NOW, THEREFORE, the Board of Public Works hereby declares that an emergency exists to repair said sewer and awards contract to Bercot, Inc. for $39,995.00 and orders the Water Pollution Control Engineers to issue Purchase Order for that amount.

Approved. A true copy is incorporated herein.

25. Received invoice of Howard Needles Tammen & Bergendoff (Steeg Division) #11 - 4111-99-01 for professional engineering services performed in connection with NPDES Modifications as described in Item I of our Engineering Services Agreement dated November 24, 1976. Services rendered for the period of January 22, 1977 through March 18, 1977. Amount of invoice is $870.33.

Approved. Ordered City Utilities to pay invoice in the amount of $870.33.

Payment is to be made from the Water Pollution Control Utility Fund.

26. Received invoice of Howard Needles Tammen & Bergendoff (Steeg Division) #3 - 5614-21-00 for professional engineering services performed in connection with the prepareation of Task #6 Phase A - in conjunction with Wastewater Treatment Plant Design. Billing in accordance with Agreement for Engineering Services dated March 20, 1978, Article 3. Services rendered for the period of April 15, 1978 through September 1, 1978. Amount of invoice is $35,387.69.

Approved. Ordered City Utilities to pay invoice in the amount of $35,387.69.

Payment is to be made from the Water Pollution Control Utility Fund.

27. Invitational Bid was received from L.W. Dailey, Inc. for removal and replacement of portion of pavement at 4123 Mound Pass in the amount of $1,790.00.

Through the recommendation of the Street Engineering Department the bid of L. W. Dailey was accepted.

Ordered Purchase Order 05149. issued and payment be made from the MVH - SD Fund.

28. Received Invitation Bid from the Street Engineering Department for L. W. Dailey, Inc. covering work on alley return at intersection of Pembroke Lane, Drury Lane and Westover Road in the amount of $1.060.00.

Through the recommendation of the Street Engineering Department the bid of L. W. Dailey, Inc. was accepted in the amount of $1,060.00.

Ordered Purchase Order 05148. issued and payment be made from the MVH - Fund.

29. Received a request from Kingston Park Association (Tom Gallant) 4302 Charter Lane, for permission to barricade the corner cul-de-sac of Charter Lane and Claramarnic Drive on Saturday, September 30, 1978 from 2:00 p.m. till 9:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

30. A request was received from St. John's Catholic Church (% Inspector Squadrito) Room 100, Court House, for permission to barricade Pasadena from Fairfield to Arlington on Sunday, October 1, 1978 from 12:30 p.m. till 6:30 p.m.
PURPOSE: Ice Cream Social.

Approved and permit issued.

31. EMERGENCY FLOOD RESOLUTION NO. 66-183-31

WHEREAS, during the month of March the City of Fort Wayne suffered severe flood damage and was termed a National Disaster Area by United States Government; and

WHEREAS, the Consulting Engineers, Howard, Needles, Tammen Bergendoff, for the Water Pollution Control Plant Expansion were required to perform additional services; and

WHEREAS, the Federal Disaster Assistance Administration recommended that the City enter into a lump sum agreement:

NOW, THEREFORE, the Board of Public Works hereby declares that a Flood Emergency did exist, that said services are necessary to repair said flood damage and do hereby approve a Consulting Service Agreement with Howard, Needles, Tammen Bergendoff in the amount of $7,372.00.

Approved this 27th day of September, 1978.
A true copy is incorporated herein.

Meeting adjourned at 11:10 a.m.

Henry P. Wehrenberg

Edward N. LaDou

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, October 2, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

Received Minutes of Meeting held on
Wednesday, September 27, 1978 at 9 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G. Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permit issued.

Cascade & Fairfax (prkstrp)	---	C. U. Water Maint.
305 Center	-	"
Dodge & Rolston	-	"
2621 Edsall	-	"
Glenwood & Leroy	-	"
Hayden & Ohio - (prkstrp)	-	"
Indiana & Kinnaird -(prkstrp)	-	"
1100 Louisedale - (prkstrp)	-	"
3315 E. Paulding -(parkstrp)	-	"
1521 E. Pontiac	-	"
2833 Ridgeway	-	NIPSCO
1624 Simons (prkstrp)	-	Land Excavating
1229 Somerset Lane (parktsrp)	-	C.U. Water Main
6209 E. State	-	Gordon Landscap.
3046 Upper St. Joe Rd.	-	C.U. Water Maint.
1513 E. Wayne	-	"
2805 Waynedale	-	"
2815 Waynedale	-	"
2909 Waynedale	-	"
Winchester Rd. & Lower Huntington Rd. (prkstrp)	-	"

4. Received private sidewalk applications: — Approved and permits issued.

2120 N. Anthony	----------	John Tressler
6117 Goodfellow Dr.	-------	Snouffer-Goldsberry
Lutheran Hospital (various locations	----------	Hagerman Const. Corp.
4025 Monument Dr.	---------	Snouffer-Goldsberry
6137 Neighbor Dr.	-----#100	Snouffer-Goldsberry
6137 Neighbor Dr.	-----#101	Snouffer-Goldsberry
6208 Neighbor Dr.	------#132	Snouffer-Goldsberry

5. Received driveway applications:

Approved and permits issued.

6127 Chicory Dr. -------- Fisher Bldrs. & Supply
1301 -03 Goshen --------- HIpskind Asphalt
301 W. Main (Edsall
House Ph. II. ------ Carrington & Assoc.
3224 Pavillion Ct. ------ Fisher Bldrs. & Supply
6927 Peartree Lane -------A. D. Delagrange
2132 Production Rd. ------Zumbrum Const. Co.
1206 Springbrook Rd. -----A. D. Delagrange
1211 Springbrook Rd. ---- A. D. Delagrange
1305 Springbrook Rd. ---- A. D. Delagrange
1311 Springbrook Rd. ---- A. D. Delagrange
1318 Springbrook Rd. ---- A. D. Delagrange
3124 Stepping Stone Lane ----A.D.Delagrange
2604 Tyler ---------- Shambaugh & Sons
629 E. Washington ------- Harley Graham
706 Fairfield ---------- W. A. Sheets & Sons

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Street Improvement Resolution No. 5817-1978 for asphalt resurfacing of Calhoun Street - from the north property line of Baker Street as platted east of Calhoun Street to the south property line of Pontiac Street...also Calhoun Street - from the south curb line of Rudisill Blvd. to a point 50 feet south of the south property line of Pettit Avenue as platted east of Calhoun Street.

Award contract to Dailey Asphalt Products Co., Inc. at and for their bid in the amount of $171,785.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare the contract and necessary documents.

7. Received additional street cut applications:

Approved and permits issued.

Decatur Rd. & Tamara Pl. - Gen. Keller
6611 Durango - CU. Water Maint.
345 Kinnaird - NIPSCO
Louisedale from Trick - John Pelkington, Inc.
W. 500' & Aspen Ct.
726 Lillian - Shambaugh & Son
6402 Old Trail Rd. - C.U. Water Maint.
720 Osage - Troy Wilson
Paulding Rd. & Bunt Dr. - C.U. Water Maint.
Reynolds & Coliseum (prkstrp) - "
4325 Smith - Shambaugh & Son
125 W. Wayne (alley) - NIPSCO
1005 Fulton - NIPSCO
2310 Hazelwood - "
Intersection of Lavina - "
2017 Phenie - "

8. Received Agreement for Sewer Extension between Clarence R. Hewes and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer known as Hewes Industrial Court Off-site Sanitary Sewer.

Approved. A true copy is incorporated herein.

Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.

9. Received Change Order No. 1 of Hipskind Asphalt Corporation in the amount of $5,541.00 covered by Resolution No. 5802-78 Nebraska Impact Area, Phase III. Change Order prepared by the Street Engineering Department.

Approved and ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.

10. Received invoice No. 1 of Carrington & Associates, Inc. in the amount of $25,851.33 prepared and approved by the Street Engineering Department covering work on Resolution No. 5808-1978 - West Central Phase III.

Approved and ordered payment by Community Development & Planning.

11. Received invitational bids from the Water Pollution Control Engineering Department for installation of New Haven Interconnect Flow Meter Manhole.

T - G EXCAVATING, INC. ------ $1,240.00

BERCOT, INC. ---------- $6,920.00

Contract awarded to T & G Excavating, Inc. for their bid in the amount of $1,240.00.

Ordered City Utilities to issue Purchase Order in the amount of $1,240.00

12. Received Special Sewer Permit for Northill Management Corporation prepared and approved by the Water Pollution Control Engineering Department for Sanitary and Storm Sewer known as Canterbury Green Phase VIII. 25% Maintenance Bond is to be furnished to the Board of Public Works at the time the Contractor files his Completion Affidavit.

Approved and Special Sewer Permit issued.

Board Order No. 168-78.

13. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hipskind Asphalt Corp. with Guaranty Bond in the amount of $31,500.00 signed by Trinity Universal Insurance Company for Elizabeth Sewer Re-route.

Approved.

Ordered acceptance letter written.

14. Received Partial Payment Estimate No. 7 of Hagerman Construction Corporation in the amount of $85,397.60 prepared and approved by McNamee, Porter and Seeley, Consulting Engineers covered by Water Works Improvements Contract No. 77-W-1. WASH WATER RETENTION BASIN PROJECT.

Approved. Ordered City Utilities to pay the amount of $39,208.00 from the Water Utility Fund.

Also, ordered $46,189.60 paid from the Hagerman Construction Corporation Escrow Account at Lincoln National Bank & Trust Company.

15. Received Partial Payment Estimate No. 9 of Shambaugh & Son, Inc. in the amount of $2,799.00 prepared and approved by Cole-Matott Architects covering electrical construction for the Restoration of "Old City Hall". (EDA -06-51-26917).

Approved and ordered paid from LPW Round II Fund.

Meeting adjourned at 11:15 a.m.

Henry P. Wehenkel

Edward W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, October 4, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott

Received minutes of meeting held on Monday, October 2, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

2135 Brooklyn ---------- Gene Keller Const.
1615 Franklin ---------- Katherine Magers

4. Received driveway applications: — Approved and permits issued.

2906 Fairoak Drive ---------- Affordable Homes
2810 Goshen Rd. ---------- Dailey Asphalt Prod.
621 Hoagland ---------- John Tressler, Jr.

5. Received street cut applications: — Approved and permits issued.

4122 Avondale (prkstrp)	-	C.U. Water Maint.
1627 Beach	-	J & G Co.
3324 S. Clinton	-	C.U. Maint Water
4140 Coldwater Rd.	-	NIPSCO
1130 N. Coliseum (prkstrp)	-	C.U. Water Maint.
420 Eckart	-	J & G Co.
N/S of Essex Lane and W/ Coldwater	-	Gen. Tel "
Glenwood & Carew	-	C.U. Water Maint.
Manito Blvd. & Engle Rd.	-	"
614 - 616 Poplar	-	"
6302 Reserve Line Rd.	-	Gen. Tel.
E. Sidewalk of Spy Run AVe bet. Prospect & Wagner	-	"
Vance & Buena Vista (prkstrp)	-	C. U. Water Maint.
1333 Wabash	-	NIPSCO
5812 Winter (prkstrp)	-	C. U. Water Maint.
608 E. Washington	-	NIPSCO
6205 Landover Pl	-	"
924 Washington Ctr. Rd.	-	"
2014 Curdes	-	"
1627 Beach	-	"
620 S. Calhoun	-	"
2339 Lillie	-	"
632 E. Wayne	-	"
618 Getz Rd.	-	"

6. RECEIVE BIDS:

Resurfacing Resolution No. 5819-78 for improving by resurfacing and restoring pavement as designated on the following streets to be known as:

1. EWING STREET - from the south property line of Jefferson Street to the north property line on Baker Street.

2. RUNNION AVENUE - from the south property line of Spring Street to the north curb line of Main Street:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, October 9, 1978 at 9 a.m.

BIDS:
DAILEY ASPHALT PROD. -----$126,928.50
HIPSKIND ASPHALT CORP.----$130,224.00
MOELLERING CONST. CO. ----$126,322.50
RIETH-RILEY CONST. CO.----$136,667.80
WAYNE ASPHALT & CONST.----$149,401.00

7. Received Partial Payment Estimate No. 10 of W. A. Sheets & Sons, Inc. in the amount of $39,171.60 prepared and approved by Cole-Matott Architects covering general construction for the Restoration of "Old City Hall".

Approved and ordered paid from LPW Round II Fund.

Also ordered City Controller to pay $4,352.40 to W. A. Sheets & Sons, Inc. Escrow Account at Indiana Bank & Trust Company.

8. Received proposed maximum fees from Turnbell-Green & Assoc., Inc. for Phase IV and Phase V and engineer's estimate for three railroad crossing construction work all in accordance with agreement dated June 1, 1977

Amount of:
Approved Phase IV --- $11,800.00

Approved Phase V --- $ 5,100.00

Approved total Group No. 2 in the amount of $465,400.00.

A true copy is incorporated herein.

9. Received Invoice #19 - (3210-22-00) REVISED of Howard Needles Tammen & Bergendoff (Henry B. Steeg Division) in the amount of $4,855.79 for professional engineering services performed for Large Scale Demonstration of Treatment of Storm caused Overflow by the Screening Method, EPA Demonstration Grant Project No. 11020 G YU, in accordance with Contract executed by the Common Council #57-77-7 (S-507-7). Revised invoice based on Budget Revision Exhibit "A".

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

10. Received Invoice #20 - (3210-23-00) REVISED of Howard Needles Tammen & Bergendoff (Henry B. Steeg Division) in the amount of $17,638.36 for professional engineering services performed for Large Scale Demonstration of Treatment of Storm caused Overflow by the Screening Method, EPA Demonstration Grant Project No. 11020 GYU, in accordance with Contract executed by the City of Fort Wayne on June 2, 1971, and ratified by the Common Council #57-77-7 (S-507-7). Revised invoice based on Budget Revision Exhibit "B".

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

11.	Received Invoice #21 (3210 - 24 - 00) REVISED of Howard Needles Tammen & Bergendoff (Henry B. Steeg Division) in the amount of $3,585.85 for professional engineering services performed for Large Scale Demonstration of Treatment of Storm caused Overflow by the Screening Method, EPA Demonstration Grant Project No. 11020 GYU, in accordance with Contract executed by the City of Fort Wayne on June 2, 1977, and ratified by the Common Council #57-77-7 (S-507-7). Revised invoice based on Budget Revision Exhibit "B".	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
12.	Invitational bids were taken by the Street Engineering Department for the removal and replacement of pavement at 2606 Praire Grove: ROBERT J. HOUSER --------- $3,793.50 CARRINGTON & ASSOC. ------ $5,573.50	The bid of Robert J. Houser was accepted in the amount of $3,793.50. Payment is to be made from MVH SD Fund. Purchase Order No. 05208. Void This ENTRY 3-2-81
13.	Invitational bids were taken by the Street Engineering Department for the removal and replacement of sidewalk - each side of street at Coombs Street Bridge elevation: CARRINGTON & ASSOC. ------ $4,938.35 ROBERT J. HOUSER --------- $5,052.60 HIPSKIND ASPHALT CORP. --- $7,929.00	The bid of Robert J. Houser was accepted in the amount of $5,052.60. Payment is to be made from MVH SD Fund. Purchase Order No. 05209.
14.	Received a request from the Street Engineering Department for the hiring of Materials Inspection & Testing, Inc. to perform tests on all asphalt placed on the Jefferson-Maumee-Washington Project. Estimated cost for these tests is $2,076.00. Resolution No. 5797-78.	Approved. Ordered paid from LRS Funds under Purchase Order No. 05210.
15.	Received Change Order No. 2 of Hipskind Asphalt Corporation in the amount of $1,541.00 prepared by the Street Engineering Department covering work on Resolution No. 5802-78 - Nebraska Phase III.	Approved. Ordered sent to the Common Council on October 24, 1978 at 8:00 p.m.
16.	Received Special Sewer Permit for North Eastern Construction Company, Inc. prepared and approved by the Water Pollution Control Engineering Department. 25% Maintenance Bond is to be furnished the Board of Public Works at the time Contractor files completion affidavit. Sanitary sewer is to be known as Concord Hill Section II Sanitary Sewer.	Approved and Special Sewer Permit issued. Board Order No. 169-78.
17.	Received Agreement to Purchase Real Estate at 2520 John Street from the City by James and Sandra K Macon.	Approved. Ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.

18. Received quotations from the Purchasing Agent for the proposed purchase of 50 RCOC Relays for the Street Lighting Department:

WESTINGHOUSE ELEC. CO. ------- $5,711.00

ALL PHASE ELEC. ---------- $5,822.50

GRAYBAR ELEC. CO. ---------- $5,835.00

The bid of Westinghouse was accepted under Purchase Order No. 0322, dated October 2, 1978 in the amount of $5,711.00.

Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.

19. Received quotation from the Purchasing Agent for the proposed purchase of 100 embedded aluminum poles for the Street Lighting Department:

PREFERRED PRODUCTS COMPANY ---- $24,910.00

Through the recommendation of the Purchasing Agent the bid of Preferred Products Company was accepted under Purchase Order No. 0324, dated October 2, 1978 in the amount of $24,910.00.

Ordered sent to the Common Council on Tuesday, October 10, 1978 at 8:00 p.m.

20. Received Building Demolition Resolution NO. 5822-1978, final plans, estimate and specifications, prepared by the Street Engineering Department, for demolishing buildings and structures and clearing site at Police Garage at 324 East Berry Street, more particularly located on lot 64 and five feet from vacated alley in County Addition and lot 272 and five feet from vacated alley in Hanna Addition. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors October 13 and 20, 1978.

Receive bids on Wednesday, October 25, 1978 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

21. Received Street Lighting Resolution No. 133-78, final plans, estimate and specifications prepared by the Street Lighting Engineering Department for lighting West Central Phase III Impact Area more specifically known as Riedmiller Avenue from Taylor Street to Wall Street, Thompson Avenue from Taylor Street to Wall Street, Nelson Street from Stophlet Street to Wall Street, College Street from Stophlet Street to the Penn Central Railroad, Stophlet Street from Phenie Street to Broadway, Swinney Avenue from Phenie Street to Broadway, Wall Street from Riedmiller Avenue to College Street, Martin Street from Broadway Avenue to Hendricks Street, Hendricks Street from Martin Street to first alley west of Fairfield, Lavina Street from Broadway Avenue to Fairfield Avenue, Brackenridge Street from Broadway Avenue to Fairfield Avenue, Sturgis Street from Broadway Avenue to Fulton Street, Fulton Street from Brackenridge Street to Jefferson Street. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors October 7 and 14, 1978.

Receive bids on Wednesday, October 18, 1978 at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

22. Received a request from Herman Tinker, P.O. Box 6315, for permission to barricade partial section of alley behind 2727 Bowser on Monday and Tuesday, October 9 and 10, 1978 at all times.
PURPOSE: Placing a dumpster for purpose of large clean-up.

Approved and permit issued.

23. Received a request from Election Board (LuAnne) Court House, for permission to hood 20 meters on the south side of Freimann Parking Lot at west end on Monday, October 23, 1978 thru Thursday, November 9, 1978.
PURPOSE: Election Board Officials parking.

Approved and permit issued.

24. Received Consulting Service Agreement for Flood Damage executed September 28, 1978 between the City of Fort Wayne, Indiana, and Howard Needles Tammen Bergendoff covered by Emergency Flood Resolution No. 66-183-31 for additional services for the Water Pollution Control Plant Expansion. Amount of Agreement is $7,372.00.

Approved.

Ordered the General Superintendent of City Utilities to seek reimbursement from the Federal Disaster Assistance Administration.

A true copy is incorporated herein.

25. Received Three Rivers Title (Ron Plassman) 129 E. Berry Street, for permission to hood three meters in front of 129 E. Berry Street on Thursday, October 5, 1978 thru Tuesday, October 31, 1978 at all times.
PURPOSE: Parking of construction vehicles.

Approved and permit issued.

26. Received a request from Lounsbury Wrecker - (Bill Lounsbury) P.O. Box 7102,, for permission to barricade the alley beside 215 Melita on Wednesday, October 11, 1978 thru Friday, October 20, 1978 at all times.
PURPOSE: Demolition of building.

Approved and permit issued.

Meeting adjourned at 10:55 a.m.

Henry P. Wiekenberg

Frank W. Palmer

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, October 9, 1978

Department of Public Works
Office of the Board
Room 910, City County-Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permits issued.

215 W. Maple Grove --------- James Lepper
830 Kensington ---------- James Lepper
6223 Landover ---------- Burns Gen. Contr.

4. Received driveway application: — Approved and permit issued.

5506 Werling Dr. ---------- James Botz

5. Received street cut applications: — Approved and permits issued.

3711 Avondale (alley)	-	NIPSCO
909 Aylesford	-	R & A Plumb.
6100 Chaddsford (prkstrp)	-	C.U. Water Maint
Chaddsford & Pecadilly	-	"
3415 Chestnut (prkstrp)	-	"
Clara /2610 Beacon	-	NIPSCO
5233 Coldwater	-	C.U. Water Maint.
2014 Curdes	-	NIPSCO
NE cor. Darrow & Clinton	-	Gen. Tel.
Decatur Rd. n/Hanna	-	"
615 Goshen Rd. (alley)	-	NIPSCO
2700 Greenview	-	"
202 W. Washington (sdw.)	-	E.A. Reim Plumb.
5700 Industrial Rd.	-	NIPSCO
619 Kenwood	-	"
6223 Landover Pl.	-	"
6205 Landover Pl.	-	"
Larchwood Run & Potomac Ct.	-	"
NE cor. McKinnie & S. Calhoun	-	Gen. Tel.
N. r/w Old Maumee Rd. 30' W. Ft. Wayne Auto Parts	-	"
4516 Oliver	-	C.U. Water Maint.
Olladale /2104 Lathrop	-	NIPSCO
420' w. of Calumet on Pettit	-	Gen. Tele.
2531 Reed Rd.	-	NIPSCO
3231 Reynolds	-	C.U. Water Maint.
Salem & Ashcroft (prkstrp)	-	"
180' Shell Dr. at Monument	-	NIPSCO
5321 Sherrill	-	C.U. Water Maint.
6030 Southcrest Rd.	-	"

1418 Spy Run (alley)	-	NIPSCO
1029 W. State	-	Shambaugh & Son
2802 Stinson	-	NIPSCO
1425 Taylor	-	C.U. Water Main
2303 24th St.	-	NIPSCO
5016 S. Wayne	-	C.U. Water Maint.
924 Washington Center Rd.	-	NIPSCO
3325 Vance	-	C.U. Water Maint.
1121 Hamilton (alley)	-	NIPSCO
6223 Landover (prkstrp)	-	"
1123 McCulloch (prkstrp)	-	"
136 E. Williams	-	"

6. Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5819-1978 -
1. EWING ST. - from the south property line of Jefferson ST. to the north property line of Baker Street.
2. RUNNION AVENUE - from the south property line of Spring Street to the north curb line of Main Street. (CITY PAID).

Award contract to Moellering Construction Company at and for their bid in the maount of $126,322.50 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

7. Received a request from Smokey Montgomery, 1632 Wells Street, for permission to barricade Sixth Street from Cass to Wells on Sunday, October 8, 1978 from 12:00 Noon till 6:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

8. Received plat of Westwood Valley, Section I submitted and approved by City Plan Commission.

Approved.

9. Received partial payment estimate No. 3 of Bercot, Inc. in the amount of $40,095.00 prepared and approved by the Water Pollution Control Engineering Department covering work on Deister Machine Company Project (Emergency Resolution No. 65-284-9).

Approved and ordered City Utilities to pay invoice from Purchase Order No. 9992.

10. Received partial payment estimate No. 1 of Bercot, Inc. in the amount of $129,375.00 prepared and approved by the Water Pollution Control Engineering Department covering work on Deister Machine Company Project (Emergency Resolution No. 65-284-9).

Approved and ordered City Utilities to pay invoice from PUrchase Order No. 0275.

11.	Received Contract, Guaranty and Liability Bonds of Carrington & Associates, Inc. in the amount of $102,429.35 prepared by the Street Engineering Department signed by Firemen's Insurance Company of Newark, N.J. for Improvement Resolution No. 5812-1978 - Oxford Impact Area Phase III.	Approved. Ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.
12.	Received Contract, Guaranty and Liability Bonds of Rieth-Riley Construction Company, Inc. in the amount of $84,212.45 prepared by the Street Engineering Department signed by United Pacific Insurance Company for Improvement Resolution No. 5814-1978 for LaRez Community Association Impact Area N.P.I. Phase I.	Approved. Ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.
13.	Received Water Contract No. 7806 prepared and approved by the Water Engineering Department between the Fort Wayne Water Utility and Harry Smith for Water Main Extension - Coliseum Blvd. (Mini Warehouse). Received inspection report, Completion Affidavit and Maintenance Bond in the amount of $1,842.50 signed by the American Insurance Company.	Approved Ordered acceptance letter written.
14.	Received Special Sewer Permit for Michael Axson prepared and approved by the Water Engineering Department and Performance Bond of John Hartman to construct a sanitary sewer known as Terry Lane -Rousseau OFF-SITE Sanitary Sewer.	Approved and Special Sewer Permit issued. Board Order No. 176-78.
15.	Received Invoice No. 1 of Hipskind Asphalt Corporation in the amount of $20,387.00 prepared and approved by the Street Engineering Department for Improvement Resolution NO. 5801-1978 - East Central Impact Area, Phase III.	Approved and ordered paid by Community Development and Planning.
16.	Received Partial Payment Estimate No. 10 of A. Hattersley & Sons, Inc. in the amount of $9,234.00 prepared and approved by the Architects, Cole-Matott, for mechanical construction for the Restoration of "Old City Hall".	Approved and ordered paid from LPW Round II. Also ordered City Controller to pay $1,026.00 to the A. Hattersley & Sons, Inc. Escrow Account at Anthony Wayne Bank.
17.	In regard to invitational bids taken by the Street Engineering Department for miscellaneous removal, replacement and repair of sidewalk, etc. projects, only bidder was Carrington & Associates, Inc. in the amount of $4,976.90.	Approved and ordered paid by MVH SPD Funds under Purchase Order No. 05219.
18.	In regard to invitational bids taken by the Street Engineering Department for curb replacement, wingwalk replacement and curb removal miscellaneous projects, only bidder was Carrington & Associates, Inc. in the amount of $3,866.30.	Approved and ordered paid by MVH SPD Funds under Purchase Order No. 05218.

19. Received Invoice No. 3 of Hipskind Asphalt Corporation in the amount of $32,347.87 prepared and approved by the Street Engineering Department covered by Improvement Resolution No. 5791-77 (1977 carry-over resurfacing).

Approved and ordered paid from encumbered funds of 1977 re-surfacing. MVH 1977 Funds.

20. Received Invoice No. 1 of Hipskind Asphalt Corporation in the amount of $16,403.22 prepared and approved by the Street Engineering Department covered by Resolution No. 5806-1978 for resurfacing 3rd and 4th Councilmanic Districts.

Approved and ordered paid from 1978 Revenue Sharing Fund.

21. Received quotations from the Purchasing Agent for the proposed purchase of 4-part Trans-Rite Paper for Office Services: Quantity of 400,000 -
TAYLOR-MARTIN PAPER, INC. -------- $7.50/M

BUTLER PAPER COMPANY ---------- $8.00/M

The bid of Taylor-Martin Papers, Inc. was accepted in the amount of $3,000.00 under Purchase Order No. 0332, dated October 6, 1978.

Ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.

22. Received Purchase Order No. 0331 for Bercot, Inc. for contract for Emergency Repair Resolution No. 66-182-24 - for repair of existing 12" Sanitary Sewer at General Electric Site on Nelson Street... in the amount of $39,995.00.

Approved.

23. Received a request from Multiple Schlerosis (Dave Franke) 226 W. Wallace, for permission to barricade the east curb lane in front of 1027 S. Calhoun from Jefferson North to north side of building on Wednesday, October 11, 1978 from 10:00 a.m. till 11:00 a.m. PURPOSE: Media tour (parking hearse and two limos in front of 1027 S. Calhoun).

Approved and permit issued.

Meeting adjourned at 11:00 a.m.

Henry P. Helmberg

Ethel N. LaMay

Irma A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, October 11, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, October 4, 1978 at 9 a.m. and Monday, October 9, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Departmetn of Finance.

3. Received driveway application:

1150 Illsley Place ---------- Form & Pour Concrete

Approved and permit issued.

4. Received private sidewalk application:

400 Coombs ---------- Hawk Const.

Approved and permit issued.

5. Received street cut applications:

940 Conrad	-	NIPSCO
Decatur Rd. & Tamera Pl.	-	Gene Keller
5717 Lancashire Ct.	-	NIPSCO
4825 Montrose	-	C.U. Water Maint
6415 Old Mill Rd.	-	"
2101 Phenie	-	NIPSCO
2528 Poinsette	-	"
Sandra Lee Ave. west from Shamrock Rd.	-	"
606 E. Washington	-	"
1425 Northlawn	-	"
126 W. Baker	-	"

Approved and permits issued.

6. RECEIVE BIDS:

Street Improvement Resolution No. 5820-1978 for resurfacing and restoring pavement on the following streets: (CITY PAID).

BROADWAY - from the north property line of Berry Street to the south property line of Creighton Avenue:

DAILEY ASPHALT CO. ------ $241,285.00
HIPSKIND ASPHALT CORP. -- $235,396.50
MOELLERING CONST. CO. --- $249,461.50
RIETH-RILEY CO. --------- $230,296.70
WAYNE ASPHALT CO. ------- $221,729.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, October 16, 1978 at 9 a.m.

7. RECEIVE BIDS:

Street Improvement Resolution No. 582I-78 for resurfacing and restoring pavement on the following streets: (CITY PAID)

BROADWAY - from the south property line of Creighton Avenue to a point 151 ft. south of Rudisill Boulevard.

DAILEY ASPHALT CO. ---------- $238,608.00
HIPSKIND ASPHALT CORP. ------ $233,279.00
MOELLERING CONST. CO. ------- $248,921.40
RIETH-RILEY CONST. CO. ------ $219,103.45
WAYNE ASPHALT CORP. --------- $219,575.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, October 16, 1978 at 9 a.m.

8. RECEIVE BIDS:

Water Contract 78-XP-1 for furnishing all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc. necessary to install 220 ± LF of 12" & 45" L.F. of 6" Water Main on Ardmore Avenue beginning at a point 200 ± ft. south of Engle Road, thence south 220 ± ft., all as shown on Fort Wayne Water Utility, Engineering Department Drawing No. Y-10527, Sheet 1: (CITY PAID)

Referred to the Water Engineering Department for tabulation and report.

Award contract on Monday, October 16, 1978 at 9:00 a.m.

9. Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 123-78 for the installation of ornamental street lighting system with underground wiring in the Springwood Addition, Sections I and II.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment October 20 and October 27, 1978.

Hearing on Confirmation of Assessment Roll on Thursday, November 16, 1978 at 3:30 p.m.

Notices to be mailed October 27, 1978.

10. Received a petition for replacement of street lighting along Harrison Blvd., Lexington Avenue, Pasadena Blvd., South Cornell Circle, North Cornell Circle and Radial Lane areas with ornamental street lighting.

Approved.

Ordered the Street Lighting Engr. Dept. investigate and report.

Board Order No. 171-78.

11. Received a petition for installation of street lighting along Cass street from Fourth Street to Third Street.

Approved.

Ordered the Street Lighting Engr. Dept. to investigate and report.

Board Order No. 172-78.

12. Received a petition for the replacement of sidewalks as needed on streets along Harrison Blvd., Lexington Avenue, Pasadena Blvd., South Cornell Circle, North Cornell Circle and Radial Lane areas with City paying 25% of costs.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 173-78.

13. Received a petition for the replacement of curbs as needed on streets along Harrison Blvd., Lexington Ave., Hoagland Ave., Pasadena Blvd., South Cornell Circle, North Cornell Circle, South Seminole Circle, North Semiole Circle, Radial Lane, Calhoun Street, Foster Park Way and Branning Avenue areas.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 174-78.

14. Received a request from Multiple Sclerosis (Dave Franke) 226 W. Wallace, for permission to barricade east curb lane in front of 1027 S. Calhoun from Jefferson North to north side of building on Thursday, October 12, 1978 thru Tuesday, October 31, 1978 from 6:00 p.m. till 10:30 p.m. each day. PURPOSE: Safety for citizens attending Haunted House.

Approved and permit issued.

15. Received recommendation from Community Development and Planning Department and Street Engineering Department to terminate the contract for West Central Phase II - Resolution NO. 5781-77 with Continental Construction Company due to breach of contract.

Approved.

Notified Robert O'Neal, Sr., President of Continental Construction Company.

16. Received Change Order No. 1 of Wayne Asphalt & Construction Company in the amount of $5,973.90 prepared by the Street Engineering Department for Resolution No. 5760-1977 - Wells Street Resurfacing.

Approved and ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.

17. Received Invoice #5 of Wayne Asphalt & Construction Company in the amount of $5,895.40 prepared by the Street Engineering Department for Resolution No. 5760-1977 - Wells Street.

Approved and ordered invoice paid from AR & S Account.

18. Received Change Order No. 7 of John Dehner, Inc. for extension by 30 calendar days due to this Change Order. The date for completion of all work shall be October 30, 1978. - Resolution No. 290-77 - North Maumee Interceptor Sewer (Sections I and II). Extension date approved by the Water Pollution Control Engineering Department.

Approved.

19. Received Special Sewer Permit for Ray C. Meek, prepared and approved by the Water Pollution Control Engineering Department and check in the amount of $5,000 which is to be returned to Meek at the time the required work is satisfactorily completed for the construction of Sanitary Sewer to serve Meek's Commercial Addition.

Approved and Special Sewer Permit issued.

20. Received quotations from the Purchasing Agent for the proposed purchase (BLANKET ORDER) of copper pipe requirements for 1979 for the Water Maintenance and Service Department:

	3/4" K Soft WW-T-799	2" K Soft 20' Lgt.
NATIONAL MILL, INC.	.71/ft.	2.364/ft.
LaRAN COPPER	.728/ft.	2.38/ft.
WAYNE PIPE CO.	1.065/ft.	2.891/ft.
V.R. MYERS	.79/ft.	2.51/ft.

Through the recommendation of the Purchasing Agent the bid of National Mill Supply was accepted under Purchase Order No. B-0338, dated October 10, 1978 in the total amount of $4,732.00

Ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.

21. Received Invoice of John Dehner, Inc. in the amount of $67,200.00 prepared by the Water Pollution Control Engineering Department covering work on Resolution No. 301-78 - Paulding Road Force Slip Lining Project.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Funds.
22. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hartman Construction Company with Guaranty Bond in the amount of $48,604.50 signed by State Automobile Mutual Insurance Company for LeVal D'or Section I Sanitary Sewer.	Approved. Ordered acceptance letter written.
23. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hartman Construction Company with American States Insurance Company in the amount of $9,776.00 for Fallen Timbers Section "B" Sanitary Sewer.	Approved. Ordered acceptance letter written.
24. Received communications from Officers of Monarch Park Community Association and from Attorney Ivan A. Lebamoff endorsing the plans and specifications for Monarch Park Drain Phase II.	Ordered Water Pollution Control Engineering Department to prepare bid documents.
25. Received Water Contract No. 7810, prepared and approved by the Water Engineer between Fort Wayne Water Utility and Affordable Homes by John Pelkington, Inc. for Seneca Hills, Section II.	Approved. Ordered sent to the Water Engineer for handling.
26. Received invoice #9 of T & F Construction Corporation in the amount of $157,733.51 prepared and approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signals.	Approved and ordered amount of $157,733.51 paid to T & F Construction Corp. by the City Controller. Also ordered T & F Escrow Account at Indiana Bank & Trust Company paid the amount of $17,525.94. Payments are to be made from the LPW II Fund.
27. Received invoice No. 12 of John Dehner, Inc. in the amount of $55,240.92 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-77 - North Maumee Interceptor, Section I. Payment is for period of September 1, 1978 to September 30, 1978.	Approved invoice #12 of John Dehner, Inc. and ordered City Utilities to pay amount of $55,240.92. Also, ordered $6,137.88 paid to John Dehner, Inc. Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.

28. Received invoice of Rieth-Riley Construction Company in the amount of $8,479.20 prepared and approved by the Street Engineering Department covering work on Resolution No. 5811-1978 - Safety Village sidewalk.

Approved and ordered paid from Account 34-431-001.

29. Received Release whereby City of Fort Wayne releases and discharges Old Fort Industries, Inc. from any obligations imposed in an agreement, dated May 29, 1967, between Fred C. Romy, Jr. and Robert E. Romy and City concerning Lots 1 through 10 inclusive in Maplegrove Addition to City of Fort Wayne, Indiana.

Approved.

Send copy to Attorney Bill Hopkins, Jr. for recording.

30. EMERGENCY RESOLUTION NO.66-200-30

WHEREAS, the completion date for Resolution No. 5775-76, East Central Phase II Contract was August 31, 1978; and

WHEREAS, only 40 - 50% of contract has been completed and incompletion of this contract has caused undue delay in scheduled paving of Division Street by L. W. Dailey, Inc. under Resolution No. 5756-77; and

WHEREAS, the Community Development and Planning and Street Engineering Departments have informed the Board of Public Works that an Emergency exists to complete this work during this construction season:

NOW, THEREFORE, the Board of Public Works hereby declares that an Emergency exists to complete this work during this construction season and directs the Street Engineering Department to prepare Change Orders for both contracts, adding the cost of construction of necessary curbs, sewer and drainage work to Resolution No. 5756-77 contract and deleting this from Resolution No. 5775-76 contract.

This Board further orders that the sidewalk construction remaining in Resolution No. 5775-76 contract be completed within ten days of this order.

Approved and adopted this 11th day of October, 1978.

A true copy is incorporated herein.

Meeting adjourned at 11:05 a.m.

Edward W. Ludwig

Mary G. Hess

BOARD OF PUBLIC WORKS

ATTEST:

Brenda Miller

Secretary and Clerk

Thursday, October 12, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Received Assessment Roll of Benefits and Damages prepared by the Water Pollution - Control Engineering Department for Sewer Easement Resolution No. 158-78 - Campus Court Addition.

CONFIRMED.

Ordered sent to the Department of Finance.

Meeting adjourned at 3:45 p.m.

Henry P. Wehrenberg

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, October 16, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

Received minutes of meeting held on Wednesday, October 11, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk application:

Approved and permit issued.

2122 Edgehill ---------- Arlo Marsh

4. Received driveway applications:

Approved and permits issued.

6223 Landover ---------- Burns Gen. Contr.
1825 W. Main ---------- Hawk Const.
5704 Millbridge Ct. --------- Accent Homes
5707 Millbridge Ct. --------- Accent Homes
5708 Millbridge Ct. --------- Accent Homes
5717 Roaring Fork Run ------- Accent Homes

5. Received Street cut applications:

Approved and permits issued.

3426 Chestnut	-	C.U. Water Maint.
1815 Corland	-	"
2628 Hazelwood	-	"
615 Goshen Rd.	-	Furman Steury
3030 S. Lafayette	-	C.U. Water Maint.
215 - 219 Melita	-	J & G Disconnect
2101 Pemberton	-	C.U. Water Maint.
State & Florida	-	"
2000 Taylor	-	MEP Corp.
1032 E. Wayne	-	C.U. Water Maint.
Queen & Werling	-	"
3501 Rolston	-	"
Speedway & Ley Rd.	-	"
5743 Wilkie Dr.	-	NIPSCO
1616 Woodside	-	MEP Corp.
3600 Maumee	-	NIPSCO
2631 St. Marys	-	"
805 McKinnie	-	"
3214 S. Hanna	-	"
Intersec. W. Laf. & Buell	-	"
5911 Allendale Dr.	-	C.U. Water Maint.
5410 S. Anthony	-	"
1627 Beach	-	NIPSCO
328 E. Berry (alley)	-	"
620 S. Calhoun (alley)	-	"
Fulton at intersec. of Jefferson	-	"
1121 Hamilton (alley)	-	"
6027 Landover Pl.	-	"
2339 Lillie	-	"

602 Marston Ct.	- C.U. Water Maint.
7021, 7025, 7031 Peartree Lane	- Ralph Hayes
7020, 7026, 7003, 7009, 7010 Peartree Lane	- NIPSCO
3325 River Forest	- "
1826 Seddlemeyer	- "
1105, 1205, 1211, 1219, 1305, 1311 and 1110, 1118, 1206 and 1306 Springbrook Rd.	- "
2631 St. Mary	- NIPSCO
Summit / 1123 McCulloch	- "
606 E. Washington (alley)	- "
608 E. Washington (alley)	- "
421 E. Taber	- "
125 E. Suttenfield	- "

6-. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering Department for Water Contract 78-XP-1 - Ardmore Avenue and Engle Road area.

Award contract to Bercot, Inc. at and for their bid in the amount of $9,598 subject to councilmanic approval.

Ordered the Water Engineer to prepare contract.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5820-1978 - resurfacing of Broadway from north property line of Berry Street to the south property line of Creighton Avenue.

Award contract to Wayne Asphalt Corporation at and for their bid in the amount of $221,729.50 subject to councilmanic approval.

Ordered the Street Engineer to prepare contract.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Enginering Department for Resolution NO. 5821-1978 - resurfacing of Broadway from the south property line of Creighton Avenue to a point 151 feet south of Rudisill Boulevard.

Award contract to Rieth-Riley Corp. at and for their bid in the amount of $219,103.45 subject to councilmanic approval.

Ordered the Street Engineer to prepare contract.

9. Received a request from St. Francis College Mission Club (Paula Fischer) 2701 Spring Street, for permission to hold a parade on Saturday, October 28, 1978 from 9:00 a.m. to 4:00 p.m. Route to be travled: Bass Street to Leesburg Road to Cook Road to Huguenard Road into Hillegas to State to Tyler to Spring and back to St. Francis College. Approximtate Number of Persons 30 to 50.
PURPOSE: Walk-a-thon to raise funds for missions.

Approved and permit issued.

10. Received Contract, Guaranty and Liability Bonds of Dailey Asphalt Products Co., Inc. in the amount of $160,943.00 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Resolution No. 5816-1978 for resurfacing and restoring pavement on Creighton Avenue and Pontiac Street area.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8 p.m.

11. Received quotation from the Purchasing Agent for the proposed transportation of a truck mounted crane from Fort Devins, Mass. to Fort Wayne City Utilities Garage, 1705 South Lafayette, Fort Wayne, Indiana, per City Utilities General Superintendent.
ACE DOERN ---------- $3,052.93

Approved.
Purchase Order No. 0278.
Ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.

12. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water - $2,358.77 and Sewer - $1,709.67 (total $4,068.44).

Approved.

13. Received Change Order No. 1 of N. G. Gilbert Corp. in the amount of $ 5,806.90 prepared by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 130-1978 - Northwest Central Phase II.

Approved.

Ordered sent to the Common Council on Tuesday, October 24, 1978 at 8:00 p.m.

14. Received Agreement for Sewer Extension between Michael W. Thomas, Morris Liechty and Zohrab K. Tazian, dba LONGWOOD DEVELOPMENT and the City of Fort Wayne, Indiana, for Longwood, Section I

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

15. Received Monarch Park Drain Improvement Resolution No. 303-1978, final plans, specifications and estimate prepared by the Water Pollution Control Engineering Department - for Storm Drain. (CITY PAID).

Approved and adopted. A true copy is incorporated herein

Advertise Notice to Contractors October 20 and October 27, 1978.

Receive bids on Wednesday, November 1, 1978 at 9:00 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

16. Received Special Sewer Permit for Michael W. Thomas prepared and approved by the Water Pollution Control Engineering Department for construction of a sanitary sewer known as Longwood Section I Sanitary Sewer. Maintenance Bond shall be furnished to the Board of Public Works at the time the contractor files his Completion Affidavit.

Approved.

Board Order No. 178-78.

17. Received invoice for retainage of payments #2 and #3 in the amount of $10,707.90 prepared and approved by the Street Engineering Department for Resolution No. 5760-77 Wells Street.

Approved and ordered paid from LRS Account #311.

18. Received Invoice #2 of Rieth-Riley Construction Company, Inc. in the amount of $44,693.58 approved by the Street Engineering Department for work on Resolution No. 5804-78 - Northwest Central Phase III.

Approved and ordered Community Development and Planning to pay invoice.

19.	Received a petition for the installation of Water on 4118 Ardmore Avenue	Approved and ordered the Water Engineering Department to investigate and report. Board Order No. 179-78.
20.	Received a petition for the installation of a sanitary sewer at 4118 Ardmore Avenue.	Approved and ordered the Water Pollution Control Engineering Department to investigate and report. Board Order No. 180-78.
21.	Received a request from the Street Engineering Department for a purchase order to John Dehner, Inc. in the amount of $3,504.75 for the installation of a triangular section of pavement at 5410 - 5414 South Anthony Blvd. - Mike's Car Wash.	Approved. Purchase Order No. 05232 issued.
22.	Received Water Contract No. 7809 prepared and approved by the Water Engineering Department for Tamera Place Water Main. Contract is between Edward E. Keller and Fort Wayne Water Utility.	Approved. Ordered sent to the Water Engineering Department for handling.
23.	Received Water Contract No. 7820 -A prepared and approved by the Water Engineering Department for Crown Ridge, Section B Water Main. Contract is between Crown Ridge Development Corporation and the Fort Wayne Water Utility.	Approved. Ordered sent to the Water Engineering Department for handling.
24.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of A. D. Delagrange with Guaranty Bond in the amount of $8,000 signed by Reliance Insurance Company for Orchard Woods Section "A" Sanitary Sewer.	Approved. Ordered acceptance letter written.
25.	Received invoice #6 of Spears-Dehner, Inc. in the amount of $123,546.74 prepared and approved by the Street Engineering Department covered by Improvement Resolution No. 5797-78 - Jefferson, Maumee and Washington Project.	Approved and ordered $123,546.74 paid from LRS Account. Also ordered $13,727.42 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank and Trust Company. Original sent to Chief ISHC for reimbursement to City.
26.	Received a request from Delbert C. Sexton, 817 W. Washington, for permission to barricade 618 West Berry (hooding meters) on Wednesday, October 18, 1978 from 9:00 a.m. till 12:00 Noon. PURPOSE: Pouring sidewalk fro main sidewalk to office.	Approved and permit issued.
27.	Received a request from R. W. Kain Company, 2626 Jefferds Avenue, for permission to barricade the 1100 block of East State (North lane) on Wednesday, October 18, 1978 from 9:30 a.m. till 11:30 a.m. PURPOSE: Rebuilding a building - using a steel beam.	Approved and permit issued.

28.

RESOLUTION ADOPTED BY THE
BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA

The Chairman then stated that Indiana Franklin Realty, Inc. had requested that the City grant, to it, an assignable Perpetual Easement in parts of Washington Boulevard, Calhoun Street and the east-west alley which lies between Wayne Street and Washington Boulevard in Fort Wayne, Indiana, so that it can construct part of the footings of One Summit Square in those public rights-of-way. He then presented to the Board a form of Perpetual Easement drafted for that purpose and reported that Larry J. Burke, Associate City Attorney, had reviewed the form and had approved it as to form and legality. He also reported that Thomas Manny, the City Traffic Engineer, had reviewed the legal description which is Exhibit "A" to the Perpetual Easement and had no objections thereto. After discussion, and upon motion duly made by the Chairman, seconded and unanimously carried, the following resolution was adopted:

RESOLVED That the City of Fort Wayne, Indiana, grant to Indiana Franklin Realty, Inc., a perpetual easement in the parts of Washington Boulevard, Calhoun Street and the east-west alley which lies between Wayne Street and Washington Boulevard, all as described in Exhibit "A" to the form of Perpetual Easement which was presented to and is now approved by this Board and that all Members of this Board of Public Works be, and they hereby are, authorized and directed to execute, acknowledge and deliver the said Perpetual Easement.

Approved October 16, 1978.
A true copy is incorporated herein.

A true copy of PERPETUAL EASEMENT is
herein incorporated.

Meeting adjourned at 11:00 a.m.

Henry P. Uhlenberg

Edward D. DeMoss

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Wednesday, October 18, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

1611 Franklin	Wm. Vinson
1416 Lofton Way	Star Homes
1428 Lofton Way	Star Homes
1502 Lofton Way	Star Homes
1612 Ranford Place	Star Homes

4. Received street cut applications: — Approved and permits issued.

Barr & Wayne	C.U. Water Maint.
6614 Bluffton Rd.	C.U. Maint. Water
Coldwater & Clinton	
405 E. Congress	NIPSCO
2318 Curdes	"
2813 Dellview	"
3515 Elwood	C.U. Water Maint.
5403 Gaywood	NIPSCO
4027 Highwood	C.U. Water Maint.
1002 L. Huntington Rd.	"
Lafayette St. N/Jefferson and S/Washington	Gen. Tel
Main & Fairfield	C.U. Water Maint.
201 W. Main	"
2308 Smith	NIPSCO
2107 Taylor	HIPSKIND ASPHALT
4103 Victoria	C.U. Water Maint.
W/end of Wheeler	
136 E. Williams	NIPSCO
2112 Production	"
Tyler & Purdue intersec.	"
3037 Piqua	"
309 Home	"
211 E. Woodland	"
517 E. Washington	Gen. Tele.

5. RECEIVE BIDS:

Street Lighting Resolution No. 133-1978 for installation of street lighting in the West Central Phase III Impact Area: (CITY PAID).

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on October 23, 1978 at 9 a.m.

	BASE BID:	ALT. BID:	TOTAL:
N. G. GILBERT ---	$74,394.45	$5,385.55	$79,780.00
SCHMIDT ELEC. CO. ---	49,033.50	3,486.50	52,520.00
T & F CONST. CO. ---	49,910.90	3,398.25	53,309.15

6. Received a request from Gene Keller Construction Company, 7015 John Street, for permission to barricade Old Decatur Road from Gable Road to Gardendale Avenue on Thursday, October 19, 1978 from 7:00 a.m. till 4:30 p.m. PURPOSE: Install water main across Old Decatur Road.	Approved and permit issued.
7. Received Special Sewer Permit for Don Hoevel Memorial prepared and approved by the Water Pollution Control Engineer and Performance Bond of Leininger Excavating, Inc. to construct Don Hoevel Memorial Sanitary Sewer - Lake and Coliseum.	Approved and Special Sewer Permit issued. Board Order No. 182-78.
8. Received Special Sewer Permit for Richard McComb prepared and approved by the Water Pollution Control Engineer and Performance Bond of Leininger Excavating, Inc. to construct a sanitary sewer for area south of Carroll Road and east of B,R, & T Railroad.	Approved and Special Sewer Permit issued. Board Order No. 172-78.
9. Received invoice #5 of Weigand Construction Company, Inc. in the amount of $46,795.00 prepared and approved by Martindale - Tourney - Gibson, Architects, for general construction on Fort Wayne Humane Shelter - EDA #06-51-26280.	Approved and ordered paid from Funds LPW-II by the City Controller. Also ordered $5,00 paid to Weigand Const. Co., Inc. Escrow Account at Indiana Bank & Trust Company.
10. Received Invoice #2 of Havel Bros., Inc. in the amount of $4,886.00 prepared and approved by Martindale, Tourney & Gibson, Architects, for electrical construction work on Humane Shelter EDA #06-51-26280.	Approved and ordered paid from LPW Round II Funds by City Controller.
11. Received Invoice #3 of Shambaugh & Son, Inc. in the amount of $15,692.40 prepared and approved by the Architects, Martindale - Tourney - Gibson, for mechanical work on Fort Wayne Humane Shelter - EDA #06-51-26280.	Approved and ordered paid from LPW Round II Funds by City Controller.
12. Received Invoice #4 of Martindale, Tourney, Gibson, Architects, in the amount of $1,060.46 covering architectural services according to agreement dated November 31, 1976 for Fort Wayne Humane Shelter.	Ordered paid out of Revenue Sharing and LPW Funds.
13. Received Invoice #2 of Hipskind Asphalt Corp. in the amount of $22,620.32 prepared and approved by the Street Engineering Department covering work completed on Resolution No. 5802-1978 - Nebraska, Phase III.	Approved and ordered paid by Community Development and Planning.
14. Received Invoice #5 of Hipskind ASphalt Corporation in the amount of $11,227.17 prepared and approved by the Street Engineering Department for Sewer Resolution No. 287-76 for Monarch Park Drain.	Approved and ordered paid from Account 34-410-200. (FINAL INVOICE).

15. Received Change Order NO. 2 of Brooks Construction Company in the amount of $4,435.00 prepared and approved by the Street Engineering Department for Resolution No. 5796-1978 - "The Landing" - Columbia Avenue.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

16. Received Change Order No. 1 of Rieth-Riley Construction Company, Inc. in the amount of $5,645.00 prepared and approved by the Street Engineering Department for Resolution No. 5767-77 - Clinton Street.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8;00 p.m.

17. Received quotation from the Purchasing Agent for the proposed purchase of Basement Resetters for Water Maintenance & Service Department:

FORD METER BOX COMPANY, INC.--- $4,834.50

Through the recommendation of the Purchasing Agent the bid of Ford Meter Box Company was accepted in the amount of $4,834.50 under Purchase Order No. 0362, dated October 17, 1978.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

18. Received a request from Northcrest Civic Association (Steve Clemmer) 711 N. Camden, for permission to hold a parade on Saturday, October 28, 1978 from 2:00 p.m. till 3:00 p.m. (Rain date: October 29, 1978) Route to be traveled: Leave parking lot at Wakefield & Riveria; down Wakefield to Warwick; down Warwick to N. Stony Run Lane; down N. Stony Run Lane to Association Building. PURPOSE: Halloween Costume - Kids Parade.

Approved and permit issued.

19. Received a request from Allen County Election Board (Shirley Streicher) for permission to barricade both ends of Court Street on: Saturday, Nov. 4, 1978; Tuesday, Nov. 7, 1978 thru Wednesday, Nov. 8, 1978.
PURPOSE: Preparation for Election Day and Election Day.

Approved and permit issued.

20. EMERGENCY RESOLUTION NO. 66-208-20

WHEREAS, a water main break occurred in front of 2409 Springfield causing a large amount of cement to be in need of replacement; and

WHEREAS, due to heavy traffic, including use as a bus route, said pavement should be replaced immediately; and

WHEREAS, Water Engineering cannot make said repairs at this time; and

WHEREAS, Street Engineering obtained bids from L. W. Dailey, Inc. in the amount of $6,944; Carrington in amount of $6,709.25 and John Dehner, Inc. in the amount of $6,249.50:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair this pavement immediately and orders City Utilities Water Maintenance to issue a Purchase Order to John Dehner, Inc in the amount of $6,249.50 to perform said work.

Approved and adopted this Oxtober 18, 1978.
A true copy is incoroprated herein.

Meeting adjourned at 10:30 a.m.

Henry P. Wehrenberg

Edward D. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula J. Miller
Secretary and Clerk

Monday, October 23, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
Ursula Miller

Received Minutes of Meetings held on
Monday, October 16, 1978 at 9 a.m. and
Wednesday, October 18, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

802 Florence Ave. ------- Ray's Concrete
3220 Pavilion Ct. ------- A. D. Delagrange
3415 - 3419 Shoaff Pk.
River Dr.---------- A. D. Delagrange

4. Received driveway application: — Approved and permit issued.
3102 Brooklyn Ave. ---------Moellering Const.
1101 Broadway ---------- Hawk Const.
2122 Edgehill ---------- Arlo Marsh
1612 Randford Place ------Star Homes
1416, 1428 & 1502 Lofton Way --- Star Homes

5. Received street cut applications: — Approved and permit issued

126 W. Baker (alley) ----------NIPSCO
Butler & Hoagland ----------C.U. Water Maint.
2800 Blk. of S. Clinton
& on Leith at intersec.-----NIPSCO
3218 S. Clinton (alley) - A & B Const.
Donnell Ave. /808 W.
Coliseum ----------NIPSCO
Edsall /intersec. Maumee - "
Ewing, S/Superior - C.U. Water Maint.
Glencairn & Highwood - "
Hawthorne & Hanna - "
2917 John - NIPSCO
2513 Juliette - C.U. Water Maint.
542 E. Leith - NIPSCO
6402 Liberty - "
1425 Northlawn - "
2235 Pennsylvania - C.U. Water Maint.
2017 Phenie - NIPSCO
7629 Pinedale - "
2112 Production - "
Rockiill & Lavina intersec. - "
2409 Springfield - C.U. Water Maint.
Victoria & Inwood - "

632 E. Wayne (alley)---NIPSCO
W. Wayne /902 S. Calhoun --- NIPSCO
230 E. Woodland ---------- C.U. Water Maint.
6408 Dumont --- NIPSCO
905 McKinnie --- "
2128 Corland --- "
1905 E. Pontiac --- "
4839 Old Mill Rd. --- "
4606 Spatz --- "
1313 E. Wayne --- "
1504 Maumee --- "

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 133-1978 for West Central Phase III Impact Area.

Continued to Monday, October 30, 1978 at 9 a.m.

7. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Street Improvement Resolution No. 5737-1976-ADDENDUM "A" for the construction of sidewalks along the south side of Kinnaird from Beaver Avenue west 150 feet and on the north side of Packard from Beaver Avenue west 150 feet.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise, Notice of Assessment, October 27 and November 3, 1978.

Hearing on Confirmation of Assessment Roll, Thursday, November 16, 1978 at 3:30 p.m.

8. Received plat of Franke Park Villas, Section I Submitted and approved by the City Plan Commission.

Approved.

9. Received quotation from the Purchasing Agent for Emergency Water Line Repair in the 100 Block of South Clinton Street for JOHN DEHNER, INC. to furnish labor, material and equipment in the amount of $2,434.06.

Approved.

Purchase Order No. 0370 issued to cover project.

10. Received Change Order No. 1 of John Dehner, Inc. in the amount of $3,511.23 prepared and approved by the Street Engineering Department covering work on Resolution No. 5778-77.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

11. Received quotation from the Purchasing Agent for the proposed purchase of Blanket Order for 1979 Bronze fittings for the Water Maintenance & Service Department: V. R. MYERS Pump Co. ----- Est. $10,465.00	Through the recommendation of the Purchasing Agent the bid of V. R. Myers Pump Company was accepted under Purchase Order No. B-0336 in the estimated amount of $10,465.00. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.
12. Received quotation from the Purchasing Agent for the proposed purchase of Blanket Order for 1979 Bronze fittings for the Water Maintenance & Service Department: CENTRAL SUPPLY COMPANY -----Est. $4,185.00	Through the recommendation of the Purchasing Agent the bid of Central Supply Company was accepted under Purchase Order No. B-0337 in the estimated amount of $4,185.00 Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.
13. Received quotations from the Purchasing Agent for the purchase of casting requirements through December 31, 1979 for the Water Pollution Control Maintenance Department: McVEY - MIDLAND PIPING ---- $15,675.00 NEENAH FOUNDRY ---------- $15,450.00	Through the recommendation of the Purchasing Agent the bid of McVey - Midland was accepted in the amount of $15,675.00 under Purchase Order No. 0366. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.
14. Received invoice of NcMamee, Porter and Seeley in the amount of $1,680.50 approved by the General Superintendent of City Utilities for engineering services for General and Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977 in connection withWash Water Retention Basin - Contract 77-W-1.	Approved and ordered paid from Water Utility Fund by the City Utilities.
15. Received invoice #12 of Howard Needles Tammen & Bergendoff (H.B. Steeg Div.) in the amount of $3,417.03 approved by General Superintendent of City Utilities covering professional engineering services performed in connection with preparation of an EPA and State Application for Step II Grant as described in Item 2 of Contract for Engineering Services dated November 24, 1976. Services rendered for the period of January 22, 1977 through March 21, 1977. (FINAL).	Approved. Ordered City Utilities to pay invoice in the amount of $3,417.03. Payment is to be made from the Water Pollution Control Utility Fund.
16. Received invoice of Spears-Dehner, Inc. in the amount of $254,986.87 approved by the City Utilities General Superintendent covering work for repairing of Flood Damage to the dikes and roads at the Water Pollution Control Plant Sludge Lagoons, 5460 Lake Avenue. Emergency Flood Res. 65-308-4.	Approved and ordered paid from purchase Order No. 0255.

17. Received Special Street Permit for Affordable Homes by John Pelkington, Inc. approved by the Street Engineer for the construction of Aspen Court - Seneca Hills, Section II.	Approved.
18. Received Special Street Permit for Affordable Homes by John Penkington, Inc. approved by the Street Engineer for the construction of Louisedale Drive - Seneca Hills, Section II.	Approved.
19. Received invoice #7 of Rieth-Riley Construction Company Inc. in the amount of $27,975.81 approved by the Street Engineering Department covering work on Resolution No. 5767-1977 - Clinton Street from Barr to Superior Streets.	Approved and ordered paid from LRS Funds.
20. Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of Northeastern Construction with Maintenance Bond in the amount of $23,116.75 signed by American States Insurance Company for the construction of Hillsboro II Sanitary Sewer.	Approved and ordered acceptance letter written.
21. Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of Northeastern Construction with Maintenance Bond in the amount of $19,018.75 signed by American States INsurance Company for the construction of Hillsboro III Sanitary Sewer.	Approved and ordered acceptance letter written.
22. Received invoice of Emil P. Holliday, Const. in the amount of $4,754.00 for repair of additional deteriorated pavement on Bolton Drive adjacent to Brentwood School approved by the Street Engineering Department. (Invitational bids).	Approved and ordered paid under Purchase Order No. 4-05109.
23. Received invoice of Emil P. Holliday, Const. in the amount of $1,294.00 for repair of Bolton Drive approved by the Street Engineering Department.	Approved and ordered paid under Purchase Order No. 4-03426.
24. Received a request from Leigh Smith, 6111 Neighbor Drive, for permission to barricade Market Place Street (East of Barr Street market) on Tuesday, October 24, 1978 from 10:30 a.m. till noon. PURPOSE: Press Conference for Birch Bayh.	Approved and permit issued.
25. Received "Interim Specification" for construction of a "Cast-in-Place Manhole" for Fort Wayne Water Pollution Control Department General Specifications and Conditions, Detail Specifications, Construction Standards for the Installation of Storm and Sanitary Sewers, Division II.	Approved. A true copy is incorporated herein.

26. Received Agreement between Clyde E. Williams and Associates, Inc. and City for Engineering Services for construction of four lane arterial using the Ardmore - Hillegas Corridor from Baer Field Expressway on the South to California Road on the north.

Approved. A true copy is incorporated herein.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

Meeting adjourned at 10:40 a.m.

Henry P. Wehenberg

Ethel W. Lamar

Inez G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, October 25, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M.G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

   3535 N. Anthony ---------- Ray Fair
   430 E. Lexington --------- Robt. Valentine
   Weisser Park & Smith St.-- Rieth-Riley

4. Received driveway applications: — Approved and permits issued.

   6008 Landover Pl. ---------- Walter Lengacher
   6027 Landover Pl. ---------- Walter Lengacher
   6102 Landover Pl. ---------- Walter Lengacher
   6137 Neighbor Dr. ---------- Snouffer - Goldsberry
   3220 Pavillion Court ------- A. D. Delegrange
   3415 and 3419 Shoaff Pk. River Dr. --A. D. Delagrange
   5412 E. State ------------- Werling Contracting
   5808 Winchester Rd. -------- Jim McGuire & Son

5. Received street cut applications: — Approved and permits issued.

   2412 Alleghany ------------- NIPSCO
   E. Berry /810 Schick --- "
   Camden & Stony Run Ct. ------ C.U. Water Maint.
   2809 Chestnut (alley) -Golden Rule Sewer
   6408 Dumont -NIPSCO
   334 W. Foster Parkway -C.U. Water Maint
   Henrietta & Middle - "
   825 Kenwood - "
   Potomac Ct. /5727 Larchwood Ln.- NIPSCO
   1120 St. Marys (alley) - "
   733 Snowfall Rd. - "
   3818 E. State - "
   3818 E. State - C.U. Water Maint.
   517 E. Washington - Gen. Tel.
   Woodshire Dr. (3 borings) - Citizen Cable
   1715 Rosemont - NIPSCO
   6231 E. State - "
   1430 S. Hanna (2) - "

6. RECEIVE BIDS: — Referred to the Street Engineering Department for tabulation and report.

   Building Demolition Resolution No. 5822-1978 for demolishing buildings and structures and clearing site at Police Garage at 324 East Berry Street: — Award contract on Monday, October 30, 1978 at 9 a.m.

   L. I. GRIFFIN, INC. --------- $22,485.00

   MARTIN, INC. ---------- $ 6,950.00

7. Received Contract, Guaranty and Liability Bonds of Dailey Asphalt Products Company, Inc. in the amount of $171,785.00 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Resolution No. 5817-78 for resurfacing of Calhoun Street.	Approved. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.
8. Received Contract, Guaranty and Liability Bonds of Continental Construction Company, Inc. in the amount of $946.64 prepared and approved by the Street Engineering Departmetn signed by American States Insurance Company for Resolution No. 5784-77 for construction of sidewalk at 2019 Warsaw Street.	Approved.
9. Received Agreement for Sewer Extension between Zoltan Herman and the City of Fort Wayne, Indiana, for the construction of public sanitary sewer to serve 4114 Covington Road (Zoli's Chalet).	Approved. A true copy is incorporated.
10. REceived Agreement for Sewer Extension between Jeffery A. Gilmore and James J. Lancia, d/b/a/ WINDSOR DEVELOPMENT and the City for construction of a sanitary sewer for Windsor Woods - Section I.	Approved. A true copy is incorporated. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.
11. Received quotation from the Purchasing Agent for the proposed purchase of one (1) Wachs Model TM-3 Truck mounted hydraulic valve operator with 8' valve key and jacket for the Water Maintenance & Service Department: DEEDS EQUIPMENT CO., Inc. -----$5,350.00	Approved under Purchase Order No. 0379 in the amount of $5,350.00 for Deeds Equipment Co., Inc. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.
12. Received quotations from the Purchasing Agent for the proposed purchase of 500 L.F. of Iron Water Main Pipe for the Water Engineering Department: U.S. PIPE & FOURNDRY ---------- $6,785.00 INTERPACE CORP. ---------- $7,050.00 CLOW CORP. ---------- $6,445.00	Approved under Purchase Order No. 0376 in the amount of $6,445.00 for Clow Corporation. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.
13. Received quotations from the Purchasing Agent for the proposed purchase of ribbon requirements for 1979 for the Office Services Department: ROYTYPE SUPPLIES -------- $3,203.25 ILLINOIS CARBON PRODUCTS--$2,383.61	Approved under Purchase Order No. 0375 in the amount of $2,383.61 for Illinois Carbon Products. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

14.	Received Water Contract No. 7819 prepared and approved by the Water Engineer between the City of Fort Wayne and Wheatridge Investors, Inc. for construction of water main in Newberry, Section I.	Approved and ordered sent to the Water Engineer for handling.
15.	Received Water Contract No. 7818 prepared and approved by the Water Engineer between the City of Fort Wayne and Wheatridge Investors, Inc. for the construction of water main in Wheatridge, Section I.	Approved and ordered sent to the Water Engineer for handling.
16.	Received Agreement from McDonald's to construct a sotrm water retention pond and maintain it at Washington Center Road and State Road #3.	Approved. A true copy is incorporated herein. Ordered sent to Water Pollution Control Engineering Department for recording.
17.	Received memorandum from the Board of Health regarding conditions of septic systems in area of Kreigh's Suburban Addition (Villa Drive - Dunkleberg Road to part of Bluffton Road.	Request Water Pollution Control Engineering Department investigate and report. Board Order No. 183-78.
18.	Received Partial Payment Estimate No. 42 of Hagerman-Shambaugh (Joint Bidders) in the amount of $68,615.31, prepared and approved by Henry B. Steeg & Associates, Division of H.N.T & B for the period of July 27, 1978 to August 25, 1978 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.	Approved and ordered invoice #42 of Hagerman - Shambaugh (joint bidders) in the amount of $68,615.31 paid by City Utilities. Also ordered amount of $3,611.33 paid to Hagerman - Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Construction Fund.
19.	Received Partial Payment Estimate No. 43 of Hagerman - Shambaugh (joint Bidders) in the amount of $28,928.39, prepared and approved by Henry B. Steeg & Associates, Division of H.N.T & B for the period of August 25, 1978 to September 29, 1978 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.	Approved and ordered invoice #43 of Hagerman - Shambaugh (joint bidders) in the amount of $28,928.39 paid by City Utilities. Also ordered amount of $1,522.55 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.
20.	Received Agreement to purchase real estate from City by Phillip H. Love at 1342 Hayden street known as: Amount of purchase---$125.00. "the east 1/2 of Lot 212 Eliza Hanna, Sr. Addition to the City of Fort Wayne, Allen County, Indiana."	Approved. Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

21. Received a request from Merlyn Kneubuhler (Albion Prod. Co.) 725 Court Street, for permission to barricade 725 Court Street (two meters hooded) on Monday, October 30, 1978 from 1:00 p.m. till 4:00 p.m.. PURPOSE: Moving of office to new address.

Approved and permit issued.

22. Received a request from Fort Wayne Storage Company, 806 Hayden Street, for permission to barricade 725 Court Street from 8:00 a.m. till 12:00 noon (three meters). PURPOSE: Moving office equipment - relocation of office.

Approved and permit issued.

Meeting adjourned at 10:45 a.m.

Henry P. Wehrenberg

Ethel W. Lamar

Mary G. Scott

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, October 30, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G. Scott
Ursula Miller

Received minutes of meetings held on
Monday, October 23, 1978 at 9 a.m. and
Wednesday, October 25, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permits issued.

2728 Busche Dr. ---------- R.D. Witmer Bldrs.
3506 Barr ----------C & D Concrete

4. Received driveway applications: — Approved and permits issued.

7019 Bohnke Dr. ----------Jos. Derheimer
7029 Bohnke Dr. ----------Jos. Derheimer
3710 Illinois ----------Irmscher & Sons
430 E. Lexington ----------Valentine Const.
2728 Busche Dr. ----------R.D. Witmer Bldrs.

5. Received street cut applications: — Approved and permits issued.

2806 Abbott (prkstrp) ---------- C.U. Water Maint
Barnhart & Charlotte (prkstrp) - "
SE cor. Boltz & Lafayette - Gen. Tele
3226 Chestnut - NIPSCO
5501 Coldwater - Brooks Const.
Concord Lane & Fairfield (prkstrp)- C.U. Water Maint
3230 S. Clinton (sdw.) - "
3101 Maumee Rd. - T & G Excav.
2726 N. Highlands - C.U. Water Maint.
1509 Kensington - "
5510 Kimberly - NIPSCO
1703 Lough Nest - "
724 & across from 1121 Pinehurst - "
6116 Salisbury - C.U. Water Maint.
1834 Sinclair (prkstrp) - "
3303 E. State - "
4011 Vance - "
Winter & Colerick - "
5640 & 5405 Fernwood - NIPSCO
1412 E. Creighton - "
3121 Bowser - "
2002 Broadway - "
1152 S. Hanna - "

1130 W. Branning (prkstrp)	- C.U. Water Maint.
Concord & Mayfair (prkstrp)	- "
3430 Glenhurst	- NIPSCO
3214 S. Hanna (alley)	- "
2905 Hoevelwood (prkstrp)	- C.U. Water Maint.
903 Home	- NIPSCO
5626 Industrial Rd. (prkstrp)	- C.U. Water Maint
2121 Lakewood (prkstrp)	- "
McCulloch / 1504 Maumee	- NIPSCO
4029 Oliver	- C.U. Water Maint.
3216 & 3220 Pavilion Ct.	- NIPSCO
2822 Pinewood	- "
Purdue intersec. of Tyler	- "
1715 Rosemont	- "
2631 St. Marys	- "
Steup & Cherokee (prkstrp)	- C.U. Water Maint.
2220 Smith	- NIPSCO
314 E. Suttenfield (alley)	- "
421 E. Taber	- "
1313 E. Wayne	- "
4122 Wells	- "
211 E. Woodland (alley)	- "
1920 Alliger (alley)	- "
2110 Hensch	- "

6. Continued from October 23, 1978
AWARD CONTRACT:
In the matter of
Street Lighting Resolution No. 133-78 for which bids were received on Wednesday, October 18, 1978, the Board now awards the contract. (WEST CENTRAL PHASE III). (CITY PAID).

AWARD contract to Schmidt Electric, INc. at and for their bid in the maount of $52,520.00 subject to councilmanic approval.

Ordered the Street Light Engineering Department to prepare contract.

7. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5770-77 - partially constructing sidewalk and 100% replacement of curb on St. Joe Boulevard from the north curb line of Forest Avenue to the south curb line of State Boulevard.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment November 10 and November 11, 1978.

Hearing on Confirmation of Assessment Roll Thursday, November 30, 1978 at 3:30 p.m.

Notices to be mailed on November 10, 1978.

8. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5772-77 - for sidewalk and curb to grade on Lincoln Court approximately 250 feet around cul-de-sac. Resurface entire court to Goshen Road.

Approved and Completion Affidavit.

Primary Assessment Roll approved.

Advertise Notice of Assessment November 10 and November 11, 1978.

Hearing on Confirmation of Assessment Roll Thursday, November 30, 1978 at 3:30 p.m.

Notices to be mailed on November 10, 1978.

9. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5778-77 - improving Stratton Road (7" plain concrete) from the east property line of Coldwater Road to a point 284 feet east thereof.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment November 10 and November 11, 1978.

Hearing on Confirmation of Assessment Roll Thursday, November 30, 1978 at 3:30 p.m.

Notices to be mailed November 10, 1978.

10. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5800-78 - for improving the sidewalk and curb on Hayden Street from the west curb line of South Anthony to the first alley west thereof.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment November 10 and November 11, 1978.

Hearing on Confirmation of Assessment Roll Thursday, November 30, 1978 at 3:30 p.m.

Notices to be mailed November 10, 1978.

11. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5822-1978 to demolish buildings and structures and clearing site at Police Garage at 324 East Berry Street.

AWARD contract to Martin, Inc. at and for their bid in the amount of $6,950.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

12. Received plat of Pine Valley Country Club, Twelfth Addition, submitted and approved by the City Plan Commission.

Approved.

13. Received plat of Bohde Grove Addition, Section I submitted and approved by the City Plan Commission.

Approved.

14. RESOLUTION NO. 66-220-14

Approved.

WHEREAS, THOMAS AND LOIS WEEDMAN, have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

The South 29 feet of a 14 foot right-of-way known as Marion Court, running from Commerce Drive south to the first East/West alley South of Commerce Drive.

Attached is Option and Waiver of Damages Agreement.

15. RESOLUTION NO. 66-221-15

Approved.

WHEREAS, McDonald's Restaurant has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following dedicated public utility easement situated in Fort Wayne, Allen County, to-wit:

An easement, 6 feet in width, for pole lines, sewer and gas, over the Southerly 3 feet of Lots 22, 23, 24, 25 and 26 and over that part of the Northerly 3 feet of Lot 2 lying Westerly of the Southerly projection of the Easterly line of said Lot 26, all in Rousseau's Subdivision to the City of Fort Wayne, Indiana, according to the plat thereof recorded in Plat Book 10, pages 99 in the Office of the Recorder of Allen County, Indiana.

16. RESOLUTION NO. 66-221-16

Approved.

WHEREAS, the Lutheran Hospital has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portions of public alleys situated in Fort Wayne, Allen County, to-wit:

The alley running North from the South end of Lot #117 of L.N. Nindes Addition, to the South end of Lot #46 then West to the East right-of-way line of South Wayne Avenue. Also the portion of the alley from the south right-of-way line of Home Avenue along the West side of Lot Number 41 of Nindes Addition and extending to the South end of Lot #41.

17. Received invoice from Robert J. Houser in the amount of $1,039.37 (City's Share) prepared and approved by the Street Engineering Department covering work on sidewalk at 500 W. Main Street. (Invitational bid).

Approved and ordered paid under Purchase Order No. 4-05094.

18. Received a petition for the replacement of a portion of sidewalk in front of 1917 Thompson Avenue.

Approved and ordered the Street Engineering Department to investigate and report.

Board Order No. 186-78.

19. Received a petition for the installation of a sanitary sewer on 1909 Chantada Lane and neighboring area (South Dellwood Park Addition).

Approved and ordered the Water Pollution Control Engineering Department to investigate and report.

Board Order No. 187-78.

20. Received quotations from the Purchasing Agent for the proposed purchase of equipment for the Street Department:

DEEDS EQUIPMENT COMPANY, INC. --- $7,923.30

INDIANA EQUIPMENT COMPANY ------- $8,746.00

Through the recommendation of the Purchasing Agent the bid of Deeds Equipment Company, Inc. was accepted in the amount of $7,923.30 under Purchase Order No. 4-03374.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

21. Received quotation from the Purchasing Agent for the proposed purchase of material for the Water Pollution Control Engineering Department for use on Rothman Road - Maplecrest Road Sanitary Sewer Res. No. 298-77.

UNDERGROUND PIPE & VALVE, INC. ------$35,335.24

The bid of Underground Pipe & Valve, Inc. was accepted under Purchase Order No. 0393 in the amount of $35,335.24.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

22. Received invoice No. 5 of Bercot, Inc. in the amount of $44,089.80 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 294-77 for Freeman - Covington Road Sanitary Sewer.

Ordered the City Controller to pay invoice of Bercot, Inc. in the amount of $44,089.80.

Also, ordered payment of $4,898.86 paid to Bercot, Inc. Escrow Account at Indiana Bank & Trust Company.

Payment is to be made from the LPW Account.

23. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Nobis Construction Company with Guaranty Bond in the amount of $8,500 signed by the Fidelity and Deposit Company of Maryland for Sanitary Sewer to serve Lots 4, 5, 6 and 47 of Gerke's Trier Road Addition.

Approved.

Ordered acceptance letter written.

24. Received Warranty Deed whereby Muriel L. Knapp conveys and warrants to the City of Fort Wayne, Indiana, the following described real estate:

Lot #4 of P. A. Randall's Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof. #78-33523, Inst. L-10,091.

RE: FAIRFIELD-EWING-WELLS STREET Bridge acquisition.

Approved. A true copy is incorporated herein.

25. Received Quit-Claim Deed whereby Myrtle C. Schuelke of Los Angeles, California, releases and quit claims to Muriel L. Knapp the following real estate in Allen County, Indiana:

The west 48 feet of Lot #4 of P.A. Randall's Addition to the City of Fort Wayne, according to the recorded plat thereof.

A true copy is incorporated herein.

26. Received Real Estate Lease whereby City of Fort Wayne leases to Hanna-Creighton Neighborhood Association property at 2502 Winter Street commonly known as OLD FIRE STATION #9 for five years - October 1, 1978 to September 30, 1983 for $1.00 per year.

Approved and on file in the Board of Public Works.

27. Received a request from American Legion Post #47 (Harold E. Brubaker, chairman) 2710 S. Calhoun, for permission to barricade the following areas: for Friday, November 10, 1978 from 7:00 p.m. till 8:00 p.m.

1. Calhoun between Baker & Murray
2. East & West Baker between Harrison and Calhoun
3. Brackenridge between Harrison and Calhoun
4. East & West Baker St. between Harrison and Clinton
5. Main between Clinton and Harrison
6. Calhoun between Baker and Superior.

PURPOSE: Veterans Day Parade.

Approved and permit issued.

28. Received a request for permission to hold a parade from American Legion Post #47, 2710 S. Calhoun, on Friday, November 10, 1978 from 7:30 p.m. till 9:00 p.m.
Approximate number of persons: 2,000
Approximate number of animals: 25
Approximate number of vehicles: 25
Route to be traveled: Calhoun at Baker to termination at Calhoun at Superior.
PURPOSE: Veterans Day Celebration.

Approved and permit issued.

29. Received Agreement for Sewer Extension between Wheatridge Investors, Inc. and the City of Fort Wayne, Indiana, for WHEATRIDGE / NEWBERRY, Section 1 Off-site and On-site Sanitary Sewers.

Approved. A true copy is incorporated herein.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

Meeting adjourned at 11:15 a.m.

Henry P. Wehrenberg

Edward N. Lamar

Mary J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, November 1, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

6117 Goodfellow Dr. ---------- Snouffer-Goldsberry
1202 Kenwood ---------- Dan. L. Keesler
6208 Neighbor Dr. ---------- Snouffer -Goldsberry
4025 Monument Dr. ---------- Snouffer -Goldsberry
6143 Neighbor Dr. ---------- Snouffer - Goldsberry
2014 Thompson ---------- Toma Faur

4. Received street cut applications: — Approved and permits issued.

6625 Bennington	- C.U. Water Maint.
3106 S. Calhoun	- "
Along Catalpa, so. of Taylor and along east & west of Catalpa	- NIPSCO
1928 Dominion	- "
2517 Euclid	- C.U. Water Maint.
2917 Euclid	- "
5405 & 5640 Fernwood	- NIPSCO
6211 Highgate Place	- "
6008 & 6102 Landover Pl.	- "
5702 Mason	- C.U. Water Maint.
SE cor. Lafayette & Masterson	- Gen. Tele.
3939 Mobile	- NIPSCO
1450 St. Joe Blvd.	- C.U. Water Maint.
2519 Schele	- "
1109 Sherman	- "
5110 Winter	- "
612 S. Calhoun	- NIPSCO
Drexel bet. Winter & Reed (alley)	- "
301 E. Pontiac	- "
3228 S. Barr	- "
1125 Summit	- "

5. RECEIVE BIDS:

Resolution No. 303-1978 - Monarch Park Drain Improvement project:

HIPSKIND ASPHALT CORP. ------- $139,805.80

MOELLERING CONST. CO., INC. ---$150,651.50

SPEARS-DEHNER, INC. ----------$134,548.22

T - G EXCAVATING, INC. -------$142,595.10

Referred to the Water Pollution Control Engineering Department for tabulation and report.

Award contract on November 6, 1978 at 9:00 a.m.

6. Received a request from Acme Demolition Company (James Hughes) 1702 Simon, for permission to barricade 1111 South Clinton on Thursday, November 2, 1978 thru Saturday, November 11, 1978 - varying times - when needed.
PURPOSE: Demolition of brick house.

Approved and permit issued.

7. Received Blanket Purchase Orders from the Purchasing Agent favoring the following vendors for Automotive Batteries, Spark Plugs, Oil, Air, Diesel and Water Filters for various City Departments: (TOTAL - $23,182.17)

Approved and ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

BLANKET ORDERS FOR 1979.

	City Utilities Purchase Order #	Civil City Purchase Order #
CROWN BATTERY -	B-0383	B-4-03348
MOTIVE POWER, INC. -	B-0384	B-4-03349
TAYLOR & BLACKBURN -	B-0385	B-4-03350
R.P.S. PRODUCTS -	B-0836	B-4-03351
ASSOCIATED TIRES -	B-0837	B-4-03352
AERO OIL COMPANY -	B-0388	B-4-03353

8. Received Blanket Purchase Orders from the Purchasing Agent favoring the following Companies for supplying 1979 requirements:

Approved and ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

BLANKET ORDERS FOR 1979.

	City Utilities P.O. No.	Civil City Purchase Order No.
HIPSKIND ASPHALT CORP. --	B-0422	B-4-03364
WAYNE ASPHALT CO. -------	B-0423	B-4-03330

9.	Received invoice #8 of Rieth-Riley Construction Company, Inc. in the amount of $26,155.57 prepared and approved by the Street Engineering Department covered by Resolution NO. 5767-77 - Clinton Street from Barr Street to Superior Street.	Approved and ordered paid from LRS Funds.
10.	Received invoice No. 3 of Rieth-Riley Construction Company, Inc. in the amount of $5,670.99 prepared and approved by the Street Engineering Department covered by Resolution No. 5804-78 - Northwest Central, Phase III.	Approved and ordered paid by Community Development and Planning.
11.	Received invoice No. 2 of Carrington & Associates, Inc. in the amount of $12,835.93 prepared and approved by the Street Engineering Department covering work on project Resolution No. 5808-78 West Central Phase III.	Approved and ordered paid by Community Development and Planning.
12.	Received invoice No. 11 of A. Hattersley & Sons, Inc. in the amount of $12,366.00 Prepared and approved by Cole-Matott Architects for mechanical construction on Old City Hall.	Approved and ordered paid from LPW Round II Fund. Also ordered City Controller to pay $1,374.00 paid to the A. Hattersley & Sons, Inc. Escrow Account at Anthony Wayne Bank.
13.	Received Building Encroachment Easement whereby the City of Fort Wayne agrees to allow Mabel Tobin, 1712 Cody Avenue, to encroach upon City of Fort Wayne controlled property known as part of Garfield Street lying west of Lot #27 in Anthony Boulevard Place Addition.	Approved and on file in the Board of Public Works.
14.	Received a request from Martin, Inc. Box 522, for permission to barricade the parking lane on the west side of 900 block of Harrison treet from Wayne Street to the alley on Monday, November 6, 1978 from 9 a.m. till 3 p.m. PURPOSE: Erecting a new tower for WOWO.	Approved and permit issued.
15.	SEWER TAP AGREEMENT REIMBURSEMENT Permission is hereby granted to LE VAL D'OR to tap sewer to serve LE VAL D'DOR DEVELOPMENT Addition. Said permission is conditioned upon the payment of the sum of $5,426.21 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-63-77, dated February 9, 1978, who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with Water / Sewer Services Department.	Approved. Ordered the City Utilities to remit the sum of $5,426.21 to Macke Development Corporation which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

16. SEWER TAP AGREEMENT REIMBURSEMENT

Permission is hereby granted to Richard Hawley, 5425 Wald Road, to tap a sewer to serve Lot #111 Kruses Homestead. Said permission is conditioned upon the payment of the sum of $1,026.62 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-165-76 dated September 3, 1976 who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with Water / Sewer Services Department.

Approved.

Ordered the City Utilities to remit the sum of $1,026.62 to Alice Miller Realty, Inc. which sum was deposited with the City by the applicant, to be distributed as set out in the Special Sewer Tap Agreement.

17. Received a request from General Telephone Company, 525 Tecumseh, for permission to barricade the alley between Dalgren and Dunnwood on Tuesday, November 7, 1978 through Friday, November 10, 1978 from 7:30 a.m. till 4:30 p.m. each day.
PURPOSE: Placing a manhole.

Approved and permit issued.

Meeting adjourned at 11:15 a.m.

Henry P. Wehrenberg

Edward W. LaMay

Mary J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, November 6, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
REgular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEhrenberg, E. H. Lamar
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

2214 Dodge Ave. ---------- Ray's Concrete
6227 Goodfellow Dr. ---------- T.J. Lebrato
1323 Shoreview---------- Kunberger

Approved and permits issued.

4. Received driveway applications:

5410-14 S. Anthony ---------- John Dehner, Inc.
1248 W. Branning ---------- Ned Keener Const.
5501 Coldwater Rd. ---------- Brooks Const.
6311 Dumont ---------- Elbrecht-Roussell
331 E. Rudisill ---------- M. D. Lawson Const.
924 E. Washington Ctr. Rd. ---Frank Watson, Inc.

Approved and permits issued.

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for Sewer Resolution No. 303-1978 for Monarch Park Drain Improvement Project.

AWARD CONTRACT to Spears-Dehner, INc. at and for their bid in the amount of $134,548.22 subject to councilmanic approval.

Ordered the Water Pollution Control Engineering Department to prepare contract and necessary documents.

6. Received Agreement to purchase real estate at 421 East Dewald Street by James H. Bowman from the City of Fort Wayne, Indiana, Description is as follows: Ease 1/2 of Lot 63, LaSalle's Addition to the City of Fort Wayne, Allen County, Indiana.

Approved.

Ordered sent to the Common Council on November 14, 1978 at 8:00 p.m.

7. Received Water Contract No. 78-XP-1 for Bercot, Inc. in the amount of $9,598.00 prepared and approved by the Water Engineering Department for the construction of Ardmore Avenue Water Main Extension.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

8. Received Water Contract No. 7812 prepared and approved by the Water Engineering Department between North Eastern Enterprises, Inc. and Fort Wayne Water Utility of the City for Tanbark, Section I.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

9. Received Water Contract No. 7813 prepared and approved by the Water Engineering Department between North Eastern Enterprises, Inc. and Fort Wayne Water Utility of the City for Tanbark, Section II.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

10. Received Contract, Guaranty and Liability Bonds of Moellering Construction Company, Inc. in the amount of $126,322.50 prepared and approved by the Street Engineering Department signed by Reliance Insurance Company for Resolution No. 5819-78 for resurfacing and restoring pavement on Ewing and Runnion Streets.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

11. Received Contract, Guaranty and Liability Bonds of T & F Construction Corp. in the amount of $28,600.40 prepared and approved by the Street Lighting Engineering Department signed by Fidelity & Deposit Co. of Maryland for Street Lighting Resolution No. 131-78 - for the installation of street lighting with underground wiring in Lakewood Park Addition, Section VII.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

12. Received Agreement between the City of Fort Wayne through its Mayor and Board of Public Works and Clyde E. Williams & Associates, Inc., Consultants, for consulting services required to prepare an environmental impact statement or negative declaration whichever become applicable to each project - as follows: Lake Avenue, Rudisill Boulevard, Bluffton Road and Crescent Avenue.

Approved.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

13. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Richard Giese, 1917 Eileen St. -----$627.58 and Lon Jennings, 1916 Eileen St. ---$564.82. for permission to tap sewer to serve their addresses. Said permission is conditioned upon the payment of the sum of $1192.40 total to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-73-2 dated January 15, 1973. it is further conditioned upon a sewer tap permit being taken out with the Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $1,192.40 to News-Sentinel Broadcasting Co., Inc. which sum was deposited with the City by applicants to be distributed as set out in the Special Sewer Tap Agreement.

14. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Goodwin & Wise, 4010 Illinois Road --- $484.43 and Arby's Roast Beef, 3720 W. Jefferson ---$66.37 to tap sewers to serve their addresses. Said permission is conditioned upon the payment of the sum $550.80 total to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-70-3. It is further conditioned upon a sewer tap permit being taken out with Water/ Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $550.80 to Fourteen and Twenty-Four Corporation which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Tap Agreement. (Ardmore Plaza, Inc.)

15. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Lillian Levy, 1025 Pelham Dr. --- $1,107.85; James Bireley, 1315 Pelham Dr. --- $966.49; and Rosemary Emerick, 1211 Pelham Dr. --- $966.49 to tap sewers to serve their addresses. Said permission is conditioned upon the payment of the sum of $3,040.83 total to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-166-76. It is further conditioned upon a sewer tap permit being taken out with Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $3,040.83 to Calvary Temple Church which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Tap Agreement.

16. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Hamilton Realty to tap a sewer to serve 3631 Stalf Court (Lot #4). Said permission is conditioned upon the payment of the sum of $811.59 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-68-5. It is further conditioned upon a sewer tap permit being taken out with Water/Sewer Service PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $811.59 to Benevolent & Protective Order of Elks, Hillegas Road, which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

17. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Kuhnke Construction Co. --- $545.02; National Oil Co. --- $528.91; and Ronald Easley, 4123 W. Jefferson --- $489.67 to tap sewers to serve their addresses. Said permission is conditioned upon the payment of the sum of $1,563.60 total to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-290-69. It is further conditioned upon a sewer tap permit being taken out with the Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $1,563.60 to Contracting Projects & Equipment, Inc. (North Washington Road) which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Tap Agreement.

18. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to E. A. Junk, 5116 Golfview Drive (Lot #42) --- $1,214.30 to serve applicant's address. Said permission is conditioned upon the payment of the sum of $1,214.30 to the City of Fort Wayne as reimburemnt under a certain Sewer Agreement No. S-102-76. It is further conditioned upon a sewer tap permit being taken out with the Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $1,214.30 to North American Van Lines, Inc. which sum was deposited with the City by the applicant to be distributed as wet out in the Special Sewer Tap Agreement.

19. SEWER TAP AGREEMENT REIMBURSEMENT:

Approved.

Permission is hereby granted to the following applicants to tap sewers to serve their addresses and payment of specified sums to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-292-77 (Getz Road Area):

Ordered the City Utilities to remit the sum of $3,063.93 to Diversified Utilities which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Tap Agreement.

Bernadine Newhart, 1234 Getz,	--------	$ 68.87
Harry Jacobs, 1511 Getz,	--	121.18
Alvin Fritz, 1403 Getz,	--	51.65
Q.S. Crandall - 1334 Getz Road	--	68.87
M.T. Tobias - 1404 "	--	68.81
R. S. Snyder - 1529 "	--	121.18
R.E. Laisure - 1617 "	--	48.21
D. E. Cook - 1736 "	--	68.87
M. E. Jenkins - 1804 "	--	68.87
J. G. Fabish - 1703 "	--	134.64
H. & M. Frisby - 1312 "	--	68.87
N.T. Turnbow - 1706 "	--	68.87
W.R. Boling - 1622 "	--	68.87
Welby Franklin - 1606 "	--	68.87
K.L. & S.K. Kennell - 1618 "	--	68.87
R.E. & E.R. Kimmel - 1219 "	--	39.95
L. & S.A. Stump - 1333 "	--	39.95
David Rorick - 1504 "	--	68.87
R.E. Sieber - 1726 "	--	68.87
D.L. Springer - 1621 "	--	72.97
W. R. Greenler - 1834 "	--	68.87
L.S. Erwin - 1716 "	--	68.87
Chester Walters, - 1910 "	--	76.72
Gail Carmichail - 1229 "	--	39.95
M.C. Craighead - 1518 "	--	68.87
Durwood Sheppard - 1526 "	--	68.87
Lucile Botteron - 1917 "	--	932.10
Mike Dahm-Trustee - 1209 "	--	79.89
Jeffrey Havert - 1416 "	--	68.89
David Duncan - 1731 "	--	134.71
total-		$3,063.93

It is further conditioned upon a sewer tap permit being taken out with Water/Sewer Service Permit Room.

20. Received Partial Payment Estimate No. 10 of Shambaugh & Son, Inc. in the amount of $5,058.00 prepared and approved by the architects, Cole - Matott, covering electrical construction for the Restoration of "Old City Hall". (EDA 06-51-26917).

Approved and ordered paid from LPW Round II Fund.

21. Received Water Contract No. 7822 prepared and approved by the Water Engineering Department between City of Fort Wayne, Department of Public Parks and the Fort Wayne Water Utility for Tillman Park Development, Phase II.

Approved.

Ordered sent to the Water Engineer for handling.

22. Received invoice #4 of Rieth-Riley Construction Company, Inc. in the amount of $9,064.16 (FINAL) prepared and approved by the Street Engineering Department covering work on Resolution No. 5804-1978 - for improving Northwest Central, Phase III.

Approved and ordered paid by Community Development and Planning-

23. Received quotations from the Purchasing Agent for the proposed purchase of one (1) 1979 Chevrolet one-half ton pickup truck for the City Utilities Garage:

ALLEN COUNTY MOTORS ---------$6.092..40

HEFNER CHEVROLET, INC. ------$5,451.62

Approved bid of Allen County Motors for the amount of $5,451.62 under Purchase Order No. 4-05220.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

24. Received quotation from the Purchasing Agent for the purchase of 100 Lucalox Luminaires for the Street Lighting Department:

GENERAL ELECTRIC COMPANY -------$6,650.00

The bid of General Electric Company was accepted under Purchase Order No. 0439 for the amount of $6,650.00.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

25. Received quotations from the Purchasing Agent for the purchase of BLANKET PURCHASE ORDER for 1979 for ELECTRIC LAMPS for the Street Lighting Department:

GRAYBAR ELEC.CO. ------------68.7% of list price

CENTRAL SUPPLY CO. ----------68.6%

ALL PHASE ELEC. CO. ---------67.3%

The bid of Graybar Elec. Co. was was accepted under Purchase Order No.B-0434.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

26. Received quotation from the Purchasing Agent for the purchase of 150 Aluminum Poles for the Street Lighting Department:

PREFERRED PRODUCTS COMPANY ------- $17,610.00

The bid of Preferred Products Company was accepted under Purchase Order No. 0437 in the amount of $17,610.00.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

27. Received quotation from the Purchasing Agent for the purchase of 150 Post Top Luminaires for the Street Lighting Department:

GENERAL ELECTRIC COMPANY --------- $19,500.00

The bid of General Electric Company was accepted under Purchase Order No. 0435 in the amount of $19,500.00.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

28. Received the following quotations from the Purchasing Agent for the BLANKET PURCHASE OF VARIOUS AGGREGATES for 1979 for various departments:

VENDOR:		Civil City P.O. # *	C. U. P.O. # **
BRUDI STONE & GRAVEL CO.	-	B-4-05226	B-0441
MAY STONE & SAN, INC.	-	B-4-05227	B-0442
MIDWEST AGGREGATES CORP.	-	B-4-05228	B-0443
KLINK TRUCKING, INC.	-	B-4-05229	B-0444

*Street Dept., Park Dept. and Parking Administration Dept.

**Filtration Plant, WPC Plant, St. Lighting Dept., Water Maintenance & Service Dept. and WPC Maintenance Dept.

Accepted purchase orders.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

29. Received the following quotations from the Purchasing Agent for BLANKET PURCHASE of Grease and Oil for 1979 requirements for various departments:

Accepted purchase orders.

Ordered sent to the Common Council on Tuesday, November 14, 1978 at 8:00 p.m.

VENDOR:	C.U. P.O. #*	Civil City P.O. # **
SMITH PETROLEUM -	B-0401	B4-03366
AERO OIL COMPANY -	B-0402	B4-03367
PAUL K. HOSTMAN -	B-0403	B4-03368
GAST FUEL & SERVICE -	B-0404	B4-03369
LINDER OIL CO., INC.-	B-0405	B4-03370

* WPC PLANT, C.U. GARAGE, FILTRATION PLANT.
** POLICE GARAGE, FIRE GARAGE, TRAFFIC, PARK (Lawton), STREET DEPT., EMS.

30. Received Release of Easement whereby the Board of Public Works of the City of Fort Wayne, Indiana, releases to Azar's Commissary, Inc. permanent easement being a part of the Grant of Easement as described in Recording Instrument No. 73-28350; except the overlapping portions with Grant of Easement recorded by Instrument No. 75-12629. All land affected lies within part of Section 5, Township 30 North, Range 13 East.

Approved.

Ordered recorded and a true copy is incorporated herein.

31. Received a request from Martin, Inc. (Sue Haner), 5315 Meyer Road, for permission to barricade Fulton Street from Main Street to the Railroad tracks on Tuesday and Wednesday, November 7 and 8, 1978 from 7:00 a.m. till 4:00 p.m.
PURPOSE: Putting crane together and moving the crane to be used in construction with addition to St. Joseph Hospital.

Approved and permit issued.

32. Received a request from Lounsberry Wrecking Co., P.O. Box 7012, for permission to barricade the corner of Clinton and Jefferson and one-half block up on North Clinton at 111 North Clinton from 7 a.m. till 7 p.m. on Friday and Saturday, November 10 and 11, 1978.
PURPOSE: Demolition of building.

Approved and permit issued.

33. Received a request from John's Paint & Decorating, 13020 Redding Drive, for permission to barricade on 11/10/78 - 7 a.m. to 12:00 Noon, alley behind General Telephone Co - 303 E. Berry - from Barr Street entrance to General Telephone; 11/10/78 - 12 Noon till 4:00 p.m., East lane of Barr Street from Berry Street to alley North of General Telephone ; 11/11/78 - 7 a.m. till 1 p.m., parking lane in front of General Telephone Co. on Berry Street.
PURPOSE: Apply waterproof sealer to General Telephone Company building.

Approved and permit issued.

34. Invitational Bids were received from the Traffic Engineering Department for repair of roof at 1730 S. Lafayette Street:

PETTIGREW & SONS CO., INC. -------- $6,625.00

DAHM BROS. ---------- $2,888.00

C. L. SCHUST CO. ---------- $1,637.00

RAIN-MASTER ---------- $1,550.00

The bid of Rain-Master was accepted in the amount of $1,550.00 under Purchase Order No. 03552.

35. Received quotation from the Street Engineering Department for the repair of Murphy's sidewalk at the northeast corner of Calhoun and Wayne. One bid was received from Carrington & Associates in the amount of $864.00.

Approved and ordered Purchase Order issued to cover this project.

36. Received recommendation from the Street Engineer to waive Z-10 parking lot ordinance for Karl Jensen on Spy Run Extd. due to the proposed drive and garage entrances really serving six private residences and that adequate on-site storm drainage is being provided.

Approved.

Ordered Street Engineering Department be notified.

37. Pursuant to release by Fort Wayne Community Schools of tap in fees from Frank Hartman, Jr. on 1.56 acre parcel of land, Board releases said 1.56 acre parcel of land from connection fees due City of Fort Wayne as provided in Blackhawk Junior High School off-site Sanitary Sewer Reimbursement Agreement recorded 74-230.

Release approved.

Ordered sent to the Water Pollution Control Engineering Department for recording.

38. Received invoice #10 of T & F Construction Corp. in the amount of $64,537.39 prepared and approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signals.

Approved and ordered amount of $64,537.39 paid to T & F Construction Corp. by the City Controller.

Also ordered T & F Const. Escrow Account at Indiana Bank & Trust Company paid the amount of $7,179.82.

Payments are to be made from the LPW II Fund.

Meeting adjourned at 11:25 a.m.

Henry P. Wehrenberg

Edward N. La Mar

Thos. G. Hoot

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, November 13, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M.G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Monday, October 30, 1978 at 9 a.m.; Wed., Nov. 1, 1978 at 9 a.m.; and Mon. Nov. 6, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

1501 S. Clinton ---------- Hagerman Const. Co.
1109 Glenwood ---------- Albrecht-Roussel
6910 Peartree Lane ---------- A. D. Delagrange

4. Received driveway applications: — Approved and permit issued.

3320 N. Clinton ----------Harley Graham, Inc.
3024 Fairfield ----------Land Excavating
6227 Goodfellow Dr. ----------T.J. Lebrato, Inc.
1705 S. Harrison ----------Dailey Asphalt Prod.
1323 Shoreview Dr. ----------Gene Kunberger Assoc.
6209 E. State ----------Wayne Asphalt
2620 S. Anthony ----------Arlie Warren
5640 Fernwood ----------Albert Miller

5. Received street cut applications: — Approved and permit issued.

2921 Allegany (prkstrp)	-	C.U. Water Maint.
7201 S. Anthony	-	NIPSCO
3013 Bracebridge (prkstrp)	-	C.U. Water Maint.
6616 Bradbury	-	
1416 Broadway	-	
E. Pk. Lane of S. Calhoun N. of Leith	-	Gen. Tel.
Cass bet. Sixth and Putnam (prkstrp)	-	C.U. Water Maint.
2330 Chestnut	-	J & G Disconnect
2128 Cimmaron Pass (prkstrp)	-	C.U. Water Maint.
Clay /456 E. Douglas and		NIPSCO
in alley	-	"
1113 Clay	-	C.U. Water Maint.
6116 Downington (prkstrp)	-	"
610 E. Douglas (alley)	-	NIPSCO
6505 Dumont	-	NIPSCO
Forest Hill & Cumberland (prkstrp)	-	C.U. Water Maint.
6117 Goodfellow	-	NIPSCO
6003 Highgate	-	"
Huffman & St. Marys (prkstrp)	-	C.U. Water Maint.

1002 & 1006 L. Hunt. Rd,	-	NIPSCO
3710 Illinois Rd. (prkstrp)	-	C.U. Water Maint.
2711 Independence	-	D & P Plumb.
2904 Kelmar	-	NIPSCO
Kinnaird /3140 Fairfield	-	"
2622 Knollridge	-	"
1313 E. Lewis	-	C.U. Water Maint.
1220 Louisedale	-	NIPSCO
929 McKinnie (prkstrp)	-	C.U. Water Maint.
1102 Maumee	-	"
308 Millside	-	"
1015 Monroe	-	J. & G. Disconnect
1011 Monroe	-	"
Newport & Cumberland	-	C.U. Water Maint.
6904 Ordway	-	NIPSCO
Pearl & Maiden Lane	-	Bercot & Gibson
3548 Reed	-	C.U. Water Maint.
5626 Robin Run (prkstrp)	-	"
5636 Robin Run (prkstrp)	-	"
5423 Scepter Ct. (prkstrp)	-	"
4515 Standish (prkstrp)	-	"
Alley n. of E. State W. of Anthony Blvd.	-	Gen. Tel.
2929 Wells	-	Nobis Const.
5214 Winchester Rd. (prkstrp)	-	C.U. Water Maint.
5301 Northcrest (prkstrp)	-	NIPSCO
1629 Spring (alley)	-	"
4318 W. Sherman	-	"
2615 Corvella	-	"
806 Walnut	-	"
4706 Highwood (prkstrp)	-	"
1223 E. Washington (alley)	-	""
5118 Werling DR.	-	"
6720 Winchester Rd.	-	"
1237 Elm (alley)	-	"
2620 Reed.	-	"
4310 Vance	-	"
602 E. Washington	-	"
1011 Monroe	-	"
1015 Monroe	-	"
215 Melita	-	"
2930 Holton	-	"
4003 S. Harrison (alley)	-	"
1620 Barthold	-	"
2620 S. Anthony	-	"
4900 & 5000 Blk. of Vermont west from Lakehurst Ave.	-	"
806 Walnut	-	"

6. Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Department for Street Light Resolution No. 128-77 for the construction of ornamental street lighting system with underground wiring in the Anthony Wayne Village Addition more specifically as follows: Winston Drive, Austin Drive, Marvin Drive, Andre Lane and Schaper Drive.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment November 17 and 24, 1978.

Hearing on Confirmation of Assessment Roll Thursday, December 7, 1978 at 3:30 p.m.

Notices to be mailed on November 22, 1978.

7. Received invoice of K & H Realty Corporation in the amount of $15,363.00 as City's Share in participation for work on storm sewer to serve Young Greenhouse - Northwest Quarter, Section 25, Township 31 North, Range 12 East (Special Ordinance No. S-240-77).

Approved. Ordered paid from Storm Sewer Relief Fund.

8. Received quotations from the Purchasing Agent for the proposed Blanket Order for 1979 requirements for tires and tubes (including service charges):

	C.U. P.O. No.	Civil City P.O. No.
ALLEN COUNTY TIRE	*B-0447	**B-4-05233
GENERAL TIRE CORP.	*B-0448	**B-4-05234
TIRE KING CORP.	*B-0449	**B-4-05235
ASSOCIATED TIRES	*B-0450	**B-4-05236
ALTER BROS.	*B-0451	**B-4-05237
McMAHON TIRE	*B-0452	**B-4-05238

* Water Maint. & Service Dept., WPC Plant, St. Lighting, WPC Maintainence, Filtration Plant and C.U. Garage.

** Fire Dept., Police Garage, Lawton Park, Street Dept., Traffic, and EMS Dept.

Accepted purchase orders.

Ordered sent to the Common Council on Tuesday, November 28, 1978 at 8:00 p.m.

9. Received Special Sewer Permit for The Allen Corporation prepared and approved by the Water Pollution Control Engineer and Performance and Guaranty Bond in the amount of $58,347.00 of T - G Excavating, Inc. to construct Pine Valley Village Mall Sanitary Sewer.

Approved and Special Sewer Permit issued.

Board Order No. 206-78.

10. Received Special Sewer Permit for County Commissioners of Allen County prepared and approved by the Water Pollution Control Engineer and Performance Bond of Nobis Construction Co., Inc. in the amount of $18,732.00 to construct a sanitary sewer known as Wood Youth Center Sanitary Sewer.

Approved and Special Sewer Permit issued.

Board Order No. 205-78.

11. Received Special Sewer Permit for L. W. Dailey, Inc. parepared and approved by the Water Pollution Control Engineer and 25% Maintenance Bond will be furnished when completion affidavit is filed for the construction of 8" Ryder Truck Terminal Sanitary Sewer Extension.

Approved and Special Sewer Permit issued.

Board Order No. 204-78.

12. Received invoice of Carrington & Associates in the amount of $15,012.54 prepared and approved by the Street Engineering Department covered by Resolution No. 5812-1978 - Oxford Impact Area Phase III - Alternate Colerick Street.

Approved and ordered paid by Community Development and Planning.

13. Received invoice of Brooks Construction Co., Inc. in the amount of $10,466.20 prepared and approved by the Street Engineering Department covered by Resolution No. 5794-78 - Drainage Problem West Main Street.

Approved and ordered paid from MVH Funds.

14. Received invoice No. 1 of Rieth-Riley Const. Co., Inc. in the amount of $74,294.06 prepared and approved by the Street Engineering Department covered by Resolution NO. 5809-78 - Hanna - Creighton Impact Area, Phase II.

Approved and ordered paid by Community Development and Planning.

15. Received invoice No. 11 of W. A. Sheets & Sons, Inc. in the amount of $32,651.10 prepared and approved by Cole-Matott, Architects, for General Construction for Restoration of "Old City Hall".

Approved and ordered City Controller to pay invoice No. 11 of W. A. Sheets & Sons, Inc. in the amount of $32,651.10.

Also pay $7,980.30 to W. A. Sheets & Sons, Inc. Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from LPW Round II.

16. Received a petition for replacement of sidewalks at 432 East Rudisill Boulevard.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 209-78.

17. Received assignment from Indiana Franklin Realty, Inc. to One Summit Associates of a Perpetual Easement which City of Fort Wayne granted to Indiana Franklin Realty, Inc. on October 16, 1978 (66-205-28).

Approved assignment.

A true copy is incorporated herein.

18. Received Warranty Deed whereby the City of Fort Wayne, Allen County in the State of Indiana conveys and warrants to Kim Wallace of Allen County, State of Indiana, the following described real estate in Allen County, Indiana:

The west 30 feet of Lot No. 18 in Hanna's Addition, commonly known as 1002 Madison Street, Fort Wayne, Indiana.

Approved. A true copy is incorporated herein.

19. Received Warranty Deed whereby Charlotte L. Curdes conveys and warrants to the City of Fort Wayne of Allen County in the State of Indiana, real estate in McCulloch's Subdivision - Wells Street area.
Recorded - 78-32241 Instrument: L-9525

Received Partial Release of Mortgage whereby Peoples Trust Bank of Fort Wayne, Indiana, releases lien mortgage of Charlotte L. Curdes recorded in Document No. 71-15314.
Recorded - 78-33315, October 18, 1978.

Note: The above is in connection with FAIRFIELD-EWING-WELLS STREET Bridge acquisition.

Approved. A true copy is incorporated herein of Warranty Deed and Release of Mortgage.

20. Received a request from House of Pines (Mike Taylor) 3426 Lower Huntington Road, for permission to barricade the streets Main to Lewis and Harrison to Lafayette on Monday, November 13, 1978 through Thursday, November 23, 1978 from 9:00 p.m. till 6:00 a.m.
PURPOSE: Putting up Christmas decorations.

Approved and permit issued.

21. EMERGENCY DIKE REPAIR RESOLUTION NO. 66-239-21

WHEREAS, Street Engineering requested bids for dike repair on (1) east side of Spy Run Creek south of Nussbaum; (2) west side of Spy Run Creek north of Elizabeth and (3) vicinity of Vance and Northside Drive from John Dehner, Inc., L. W. Dailey, Inc., Brooks Const., Company, Moellering Construction Co., Hipskind Asphalt Corporation, Rieth-Riley Construction Company and Martins, Inc. on September 29, 1978; and

WHEREAS, no bids were received:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists for repair of said dikes and approves invoice of $7,484.40 for John Dehner, Inc. for repair on all three projects.

Approved: November 13, 1978.

A true copy is incorporated herein.

Meeting adjourned at 11:00 a.m.

Henry J. Mehringer

Edward N. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, November 15, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H.P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway application: — Approved and permit issued.

   3320 N. Clinton ----------Harley Graham, Inc.

4. Received street cut applications: — Approved and permits issued.

4100 Blk. Abbott (prkstrp)	------C.U. Water Maint.
5825 Allendale	--- "
1700 Ardis (prkstrp)	--- "
4012, 4018, 4024, 4030 & 4102 Aspen Ct.	--- " ---NIPSCO
3235 S. Barr	---C.U. Water Maint
3011 Broadway	--- "
Creighton W/Fairfield	--- "
409 Edgeknoll	--- "
Gaywood & Fairfax	--- "
(alley) 815 Harmar	---NIPSCO
Hayden E/McCulloch	---C.U. Water Maint.
4838 Holton	--- "
1606 Lofton Way	---NIPSCO
806 Madison (prkstrp)	---C.U. Water Maint.
3502 Oliver	--- "
5018 Reed	--- "
1217 Roosevelt	--- "
453 St. Martin (prkstrp)	--- "
3319 Shoaff Pk Dr. (prkstrp)	--- "
4500 Speedway Dr.	--- "
Taylor & Ardmore	--- "
912 W. Third	--- "
2923 Warsaw	---Hipskind Asphalt
4936 S. Webster (prkstrp)	---C.U. Water Maint.
Along W. side of 6700 Blk. of Winchester Rd.	---Gen. Tel.
4900 & 5000 Blk. of Vermont W. from Lakehurst Ave.	---NIPSCO
4122 Warsaw (prkstrp)	---C.U. Water Maint
1219 E. Washington (prkstrp)	--- "
3204 Vesey (prkstrp)	--- "
3034 Holton	---NIPSCO
1606 Lofton Way	--- "
710 W. Superior	--- "
4408 Standish	--- "

5. Received Street Lighting Resolution No. 132-78, final plans, estimate, specifications and property ownership list, prepared by the Street Lighting Engineering Department for the installation of lighting on Devonshire Drive more specifically defined as Devonshire Drive from Maple Grove to Ashcroft.	Approved and adopted and a true copy is incorporated herein. Advertise Notice to Property Owners on November 17 and 24, 1978. Hearing on Confirmation Thursday, December 7, 1978 at 3:30 p.m. Mail Notices on November 22, 1978.
6. Received Street Lighting Resolution NO. 134-78, final plans, estimate, specifications and property ownership list, prepared by the Street Lighting Engineering Department for the installation of lighting on Guild Drive from the north property line of Lots 128 and 139 Victoria Park Addition Section 4 to its southern terminus, Derbyshire Drive from its northern terminus to the south property line of Lots 37 and 49 Victoria Park Addition Section 2, Salisbury Drive from the north property line of Lot 115 Victoria Park Addition Section 3 and the north right of way of Esser Drive to the south property line of Lots 51 and 82 Victoria Park Addition Section 2, Asquith Drive from Derbyshire Drive to Salisbury Drive, and Montford Drive from its western terminus to Salisbury Drive, all in accordance with detailed drawing and specifications on file in the Department of Public Works of said City; and such lighting is now ordered. (VICTORIA PARK AREA).	Approved and adopted and a true copy is incorporated herein. Advertise, Notice to Property Owners on November 17 and 24, 1978. Hearing on Confirmation Thursday, December 7, 1978 at 3:30 p.m. Mail notices on November 22, 1978.
7. Received inspection report form the Water Pollution Control Engineering Department and Completion Affidavit of Nobis Construction Company, Inc. with Guaranty Bond in the amount of $59,783.00 signed by Fidelity & Deposit Co. of Maryland for Sanitary Sewer Resolution No. 295-77 - Glenwood Park Lift Station Elimination Sanitary Sewer.	Approved. Ordered acceptance letter written.
8. Received Invoice #4 (Final) of Nobis Construction Company, Inc. in the amount of $11,449.20 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Improvement Resolution No. 295-77 - Glenwood Park Lift Station Elimination Sanitary Sewer.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
9. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot - Gibson Construction Company, Inc. with Guaranty Bond in the amount of $40,000.00 signed by The Cincinnati Insurance Company for StormSewer for Young's Greenhouse - K & H Realty Corp. - North Clinton Street.	Approved. Ordered acceptance letter written.

10.	Received Special Street Permit for Bernard A. Bridges prepared and approved by the Street Engineering Department for the construction of Bradbury Avenue - Bridgedale Terrace Addition, Section "D".	Approved and permit issued.
11.	Received Special Street Permit for John W. Truemper, Jr., Riverview Care Center prepared and approved by the Street Engineering Department for the construction of Woodshire Drive.	Approved and permit issued.
12.	Pursuant to report from the City Utilities Auditing Department lisitng unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water - $3,622.37 and Sewer - $2,466.78 (total $6,089.15).	Approved.
13.	Received Invoice #2 of Hipskind Asphalt Corporation in the amount of $152,530.85 prepared and approved by the Street Engineering Department covered by Resurfacing Resolution No. 5806-78 - resurfacing in the 3rd and 4th Councilmanic District.	Approved and ordered paid from 1978 Revenue Sharing Account 34-450-200.
14.	Received Change Order No. 8 of John Dehner, Inc. for the extension for completion for 30 days to November 29, 1978 on Project No. Sewer Resolution No. 290-77 - North Maumee River Interceptor Sections I & II. The above was approved by the Water Pollution Control Engineering Department.	Approved.
15.	Received notification from PSCI re: Docket No. 35033, Board of Public Works vs Conrail approving City's petition for establishment of a new grade crossing and to realign Wells Street; and invoice for costs in the amount of $116.91 to be paid to PSCI.	Approved Invoice from PSCI in the amount of $116.91 to be paid from LR & S Wells Street Bridge Project. A true copy is incorporated herein.
16.	Received Invoice No. ~~76~~ of H N T & B - H. B. Steeg Division in the amount of $3,282.47 for professional engineering services performed in connection with WPC Plant Expansion Project Electrical Inspection in accordance with Supplement 1.A of agreement dated April 29, 1971 - Authorization to Proceed dated July 14, 1978 - Billing in accordance with Supplement 2. Services rendered for the period of July 22, 1978 through September 29, 1978.	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

Meeting adjourned at 11:00 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Secretary and Clerk

Thursday, November 16, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G. Scott
Ursula Miller

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Resolution No. 123-1977 for the installation of street lighting with underground wiring in Springwood Addition.

The Board determined the benefits as indicated.

Ordered the Street Lighting Engineering Department to prepare Final Assessment Roll.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sidewalk Improvement Resolution No. 5737-76 Addendum "A" for partially removing and replacing sidewalk on the west side of Beaver Avenue from the north property line of Kinnaird Avenue to the south property line of Packard Avenue to a width of five feet.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare Final Assessment Roll.

3. Received quotations from the Purchasing Agent for the proposed purchase of 100,000 feet of wire for the City Street Lighting Department:

ALL PHASE ELEC. ---------- $14,500.00
WESCO ---------- $15,959.00
WESTINGHOUSE ELEC. CO. ---- $16,093.00
GENERAL ELEC. CO. --------- $15,985.00
CENTRAL SUPPLY COMPANY ---- $16,400.00
GRAYBAR ELEC. CO.---------- $18,430.00

The bid of All Phase Electric Company was accepted in the amount of $14,500.00 under Purchase Order No. 0460 dated November 13, 1978.

Ordered sent to the Common Council on Tuesday, November 28, 1978 at 8:00 p.m.

4. Received quotations from the Purchasing Agent for the proposed purchase of 150 Fire Hydrants for the Water Maintenance & Service Department (BLANKET PURCHASE ORDER FOR 1979 for FIRE HYDRANTS):

MUELLER COMPANY ------- $340.70
KENNEDY VALVE CO. ----- $370.83
WATER WORKS ---------- $382.00
AMERICAN DARLING & VALVE - $350.00

The bid of Mueller Company was accepted in the amount of $51,105.00 under Purchase Order No. B-0339 dated November 13, 1978.

Ordered sent to the Common Council on Tuesday, November 28, 1978 at 8:00 p.m.

5. Received a request from Bishop Dwenger High School, 1300 E. Washington Center Road, for permission to barricade Main Street - Calhoun to Clinton on Sunday, November 19, 1978 from 2:45 p.m. till 4:00 p.m.
PURPOSE: Recognition ceremony for football team.

Approved and permit issued.

6. Received a request from Bishop Dwenger High School, 1300 E. Washington Center Road, for permission to hold a parade on Sunday, November 19, 1978 from 2:30 p.m. and 3:00 p.m.starting at Bishop Dwenger High School and terminating at Main Street between Calhoun and Clinton Street.
PURPOSE: Honorary Parade - for Bishop Dwenger Football Team.

Approved and permit issued.

7. EMERGENCY RESOLUTION NO. 66-244-7

WHEREAS, a Water Main Break occurred at the intersection of Delaware and Randallia Drive necessitating replacement of 160 feet X 42 feet 7 inches wide of pavement; and

WHEREAS, City Utilities Water Maintenance cannot perform the necessary pavement repair at this time; and

WHEREAS, Street Engineering has solicited bids from Hipskind Asphalt Corporation, L. W. Dailey, Inc. and Rieth-Riley Construction Company and received none but L. W. Dailey, Inc. is available to do work and submit invoice based upon time and material required:

NOW, THEREFORE, the Board of Public Works declares an Emergency exists to replace said pavement and orders Water Maintenance Department to issue a Purchase Order to perform said work to L. W. Dailey, Inc.

Approved November 16, 1978.
A true copy is incorporated herein.

Meeting adjourned at 3:40 p.m.

Edward W. LaMar

Mary J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, November 20, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

Received Minutes of Meetings held on Monday, November 13, 1978 at 9 a.m.; Wednesday, November 15, 1978 at 9 a.m. and Thursday, November 16, 1978 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permit issued.

6304 Bradbury - access on Prairie Grove ----------Jerry D. Kuhnke
2901 N. Clinton - access on Eastbrook Dr. ----------Dailey Asph. Prod.
1829 Fairfield Ave. ----------Dailey Asphalt Prod.
1220 Louisedale ----------Affordable Homes

4. Received private sidewalk applications: — Approved and permit issued.

6108 Highgate ----------R. E. Cowan
1606 Lofton Way ----------Robt. Cowan
Oxford Impact Area Ph. III---Carrington & Assoc.
7037 Peartree Lane ----------A. D. Delagrange
3501 - 3505 Shoaf Pk. Dr. ---A. D. Delagrange
1111 Springbrook Rd. --------A. D. Delagrange
1212 Springbrook Rd. --------A. D. Delagrange
1218 Springbrook Rd. --------A. D. Delagrange
1228 Springbrook Rd. --------A. D. Delagrange
1329 Springbrook Rd. --------A. D. Delagrange

5. Received street cut applications: — Approved and permit issued.

1920 Alliger (alley)----------NIPSCO
7201 S. Anthony (2) -T & G Excavating
4510 Atwood -C.U. Water Maint.
3328 S. Barr -NIPSCO
Beaty & L. Hunt. Rd. (prkstrp) -C.U. Water Maint.
3121 Bowser -NIPSCO
S. Calhoun S/Columbia -
Intersec. Cass & Lillian -Gen. Tel
3610 N. Clinton -Brooks Const.
2633 Chestnut (prkstrp) -C.U. Water Maint.
1412 E. Creighton -NIPSCO
3902 S. Clinton -C.U. Water Maint
2509 Dodge - "
Drexel bet. Reed & Winter -NIPSCO
324 Edna -J & G Dicconnect
2430 Edsall -C.U. Water Maint.
1237 Elm (alley) -NIPSCO.
Grace & Fox -C.U. Water Maint.
1430 S. Hanna -NIPSCO
1152 S. Hanna - "
Hanna & Hawthorne -C.U. Water Maint.
7100 S. Hanna - "
Harrison & Fairfax - "
2628 Hazelwood - "

2930 Holton	NIPSCO
3513 Holton	-C.U. Water Maint.
1320 Hugh	-J & G Disconnect
1315 Hugh (alley)	-NIPSCO
Sdw. E.side Lafayette so. of Brackenridge	-Gen. Tel.
2513 Juliette	-NIPSCO
Sdw. W.side Lafayette so. of Brackenridge	-Gen. Tel.
Sdw. W. side of Lafayette at alley so. of Douglas St.	- "
(alley) E. side of Lafayette so. of Douglas	- "
2130 Lakewood (prkstrp)	-C.U. Water Maint.
(alley) E. of Brookside along Leland & Brookside	-NIPSCO
1418 - 22 E. Lewis (prkstrp)	-C.U. Water Maint.
Lexington at Buell	-NIPSCO
Livingston at N. Clinton	- "
So. side of Louisedale W. of Sherman Blvd.	-I & M. Elec.
805 McKinnie	-NIPSCO
5608 Old Maumee	-C.U. Water Maint.
1312 W. Main	- "
215 Melita	-NIPSCO
1011 Monroe (alley)	- "
1015 Monroe (alley)	- "
Old Mill, S/Lexington	-C.U. Water Maint.
3033 Piqua (alley)	-NIPSCO
1905 E. Pontiac.	- "
301 E. Pontiac	- "
2620 Reed	-
5630 Roaring Fork Run	-
1616 Southdale Dr.	-C.U. Water Maint.
4022 S. Park Dr.	-
4408 Standish	-NIPSCO
3124 Stepping Stone Lane	- "
4604 Spatz (alley)	- "
1125 Summit (alley)	- "
125 E. Suttenfield	- "
Intersec. Superior and Harrison	- "
Swinney & Phenie	-C.U. Water Maint.
201 W. Washington	-Bercot & Gibson
602 E. Washington (alley)	-NIPSCO
SE cor. S. Wayne & Home	-Land Excavating
5118 Werling Dr.	-NIPSCO
2409 Winter	-C.U. Water Maint.
W. Central Ph. III	-Schmidt Elec. Inc.
324 Edna	-NIPSCO
320 Hugh on Ohio	- "
448 Dewald	- "
200' N/O New Haven on Coliseum	"
419 E. Jefferson	- "
508 E. Berry	- "
Woodhurst & Fiarfield	- "
2325 Miner	- "
200 E. Washington	- "
3101 S. Monroe	- "
2923 Warsaw	- "
1222 McClellan	- "

6. Received additional driveway applications: Approved and permits issued.

1433 S. Anthony	C. A. Lehman & Sons, Inc.
2620 Hazelwood Dr.	Hamilton Hunter
1029 Shorworth	Carrington & Assoc.
Spy Run Ave. Ext. Balls Dr.	John Hartman
3816 E. State Blvd.	Brooks Const.
Entrance to Wheatridge	Brooks Const.

7. Received quotation from the Purchasing Agent for the proposed purchase (BLANKET ORDER)of Water Meters for 1979 for the Water Maintenance & Service Department:

   ROCKWELL INTERNATIONAL METER --- $434,979.50

   Through the recommendation of the Purchasing Agent the bid of Rockwell International Meter was accepted under Purchase Order No. B-0479.

   Ordered sent to the Common Council on Tuesday, November 28, 1978 at 8:00 p.m.

8. Received quotations form the Purchasing Agent for the proposed leasing of two 4-wheel drive vehicles to be leased for a two year period with option to purchase for the Street Department:

   POINSATTE LEASING, INC. -------$9,072.00

   HEFNER CHEVROLET, INC. -------$10,920.00

   HOOSIER FORD, INC.---------- $ 7,383.80.

   The bid of Poinsatte Leasing, Inc. was accepted in the amount of $9,072.00 under Purchase Order No. 4-05295.

   Ordered sent to the Common Council on Tuesday, November 28, 1978 at 8:00 p.m.

9. Received BLANKET PURCHASE ORDERS for 1979 gasoline requirements per the Purchasing Agent as follows:
   TOTAL COST: $412,174.70.

   Approved Purchase Orders for Blanket requirements for 1979.

   Ordered sent to the Common Council on Tuesday, November 28, 1978 at 8:00 p.m.

Supplier:		Civil City P.O. # *	C.U. P.O. # **
Summit City Standard	---	B-4-05248	B-0461
Smith Petroleum	---	B-4-05249	B-0462
Lassus Bros.	---	B-4-05250	B-0463
Superior Energy	---	B-4-05251	B-0464
Inland Oils	---	B-4-05252	B-0465
McIntosh Oil Co.	---	B-4-05253	B-0466

   * for Park (Lawton), Fire and Traffic Departments.
   ** for City Utilities Garage, Filtration Plant and Water Pollution Control Plant.

10. Received BLANKET PURCHASE ORDERS FOR 1979 requirements for Chemicals for the Filtration and Water Pollution Control Plant Departments:

    Approved Blanket Purchase Orders for 1979 Chemical Requirements.

    Ordered sent to the Common Council on Tuesday, November 28, 1978 at 8:00 p.m.

Supplier:	C.U. P.O. #
MISSISSIPPI LIME CO.	B-0468
MARBLEHEAD LIME	B-0469
ULRICH CHEMICAL, INC.	B-0470
HUSKY INDUSTRIES, INC.	B-0471
CITIES SERVICE CO.	B-0472
HERBERT-VERKAMP-CALVERT CHEM.	B-0473
FISHER-CALO CHEM. & SOLVENTS	B-0474
ULRICH CEMICAL, INC.	B-0475
ULRICH CHEMICAL, INC.	B-0476
ULRICH CHEMICAL, INC.	B-0478

11.	Received Special Sewer Permit for Franchise Realty Corp. prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as 1103 Goshen Road - McDonald's Sanitary Sewer. Value of construction is $5,000. 25% Maintenance Bond is to be furnished at time Completion Affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No. 211-78.
12.	Received Special Sewer Permit for Morris Liechty prepared and approved by the Water Pollution Control Engineering Department for the construction of a storm and sanitary sewer to serve Franke Park Villas, Sections I & II. Value of construction is $34,647.50. 25% Maintenance Bond is to be furnished at time Completion Affidavit is filed. Attached is Agreement for Sewer Extension between Morris Liechty and the City of Fort Wayne in regard to connection fees.	Approved and Special Sewer Permit issued. Board Order No. 212-78.
13.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of T - G Excavating, Inc. with Guaranty Bond in the amount of $6,000.00 signed by Fidelity and Deposit Company of Maryland for Sanitary Sewer Point West Apartments, Phase I.	Approved. Ordered acceptance letter written.
14.	Received invoice of N. G. Gilbert Corp. in the amount of $34,441.90 prepared and approved by the Street Lighting Engineering Department covering work on Street Light Resolution No. 130-78 - Northwest Central Area, Phase II.	Approved and ordered paid by Community Development and Planning.
15.	Received invoice of Brooks Construction Company, Inc. in the amount of $61,278.94 prepared and approved by the Street Engineering Department covering work on Resolution No. 5796-78 - "The Landing".	Approved and ordered paid Redevelopment Commission.
16.	Received invoice #3 of Brooks Construction Company, Inc. in the amount of $13,069.32 prepared and approved by the Street Engineering Department covering work on Resolution No. 5757-77 - Resurfacing of St. Joe Boulevard.	Approved and ordered paid from Account 34-424-200.
17.	Received invoice No. 13 of John Dehner, Inc. in the amount of $139,259.74 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-77 - North Maumee Interceptor, Section 1. Payment is for the period of October 1, 1978 to October 31, 1978.	Approved and ordered City Utilities to pay invoice #13. Also ordered $15,473.30 paid to JOhn Dehner, Inc. Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.

18. Received invoice No. 8 of John Dehner, Inc. in the amount of $1,308.66 prepared and approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-77 - North Maumee Interceptor, Section II. Payment is for period of August 1, 1978 to October 31, 1978.

Approved invoice #8 and ordered paid by City Utilities.

Also ordered $145.41 paid to John Dehner, INc. Escrow Account at Lincoln National Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

19. Received Invoice NO. 7/ - 02-310-001-01-02 of HNT & B - H. B. Steeg Division in the amount of $21,700.00 for professional engineering services performed in connection with the preparation of Drawings and Specifications in accordance with our Agreement approved by the Board March 22, 1978.
Billing in accordance with Supplement #2.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

20. Received Invoice #4 of John Dehner, Inc. in the amount of $16,800.00 prepared and approved by the General Superintendent of City Utilities covering work in connection with pumping at Sally's Alley.
(Emergency Res. No. 65-289-7).

Payment is to be made by the City Utilities from the WPC Utility Fund and seek reimbursement from the Federal Disaster Fund.

21. Received petition for the installation of water main on Darlene Drive.

Ordered the Water Engineering Department to investigate and report.

Board Order 210-78 issued.

22. Received invoices of North Eastern Enterprises $545.00, $33,865.00 and $13,120.00 (total amount of $47,530.00) prepared and approved by the Water Engineering Department for water service taps in Hillsboro Addition, Sections II and III.

Approved and ordered City Utilities to pay invoices from the Water Utility Fund.

23. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Robert Weimer to tap a sewer to serve 4129 W. Jefferson Blvd.. Said permission is conditioned upon the payment of the sum of $489.67 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement S-290-69 dated June 29, 1969 who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with Water /Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $489.67 to Contracting Projects & Equipment Inc. which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

24. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to R. M. Arburn to tap a sewer to serve 1916 Lower Huntington Road. Said permission is conditioned upon the payment of the sum of $1,045.97 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement SC-73-2 dated Jaunary 15, 1973 who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $$1,045.97 to News-Sentinel Broadcasting Company, Inc. which sum was deposted by applicant with the City to be distributed as set out in the Special Sewer Tap Agreement.

25. EMERGENCY RESOLUTION NO. 66-250-25

WHEREAS, the Imp-Jet submerged burner at the Three Rivers Filtration Plant ceased functioning; and

WHEREAS, Tomco Equipment Company is only company which can repair said burner;

NOW, THEREFORE, the Board of Public Works declares an Emergency exists for said repair and approves Purchase Order No. 0484 to Tomco Equipment Company in the amount of $4,300.00.

Approved this 20th day of November 1978.

A true copy is incorporated herein.

26.	Received Special Street Permit for Edward E. and Barbara J. Keller approved by the Street Engineering Department for Barbarajean Court (Tamera Place).	Approved. Permit issued.
27.	Received Special Street Permit for Edward E. and Barbara J. Keller approved by the Street Engineering Department for Dawan Drive (Tamera Place).	Approved. Permit issued.
28.	Received Special Street Permit for Edward E. and Barbara J. Keller approved by the Street Engineering Department for Connijean Court (Tamera Place).	Approved and permit issued.

Meeting adjourned at 11:00 a.m.

Edward N. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, November 22, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LAMAR, M. G SCOTT
Ursula Miller

Received Minutes of Meeting held on Monday, November 20, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

324 E. Berry ----------	J & G Disconnect
1702 S. Calhoun	- "
2814 S. Clinton	- C.U. Water Maint
1237 Elm St. (alley)	- NIPSCO
5310 Deforest	- C. U. Water Maint.
725 E. Jefferson (prkstrp)	- "
1225 Maple (prkstrp)	- "
Trentman & Queen Streets	- "
3500 N. Wells	- NIPSCO
Woodsdale & Capitol (prkstrp)	- C.U. Water Maint
1237 Elm	- NIPSCO

4. Received Contract, Guaranty and Liability Bonds of Martin, Inc. in the amount of $6,950.00 prepared by the Street Engineering Department signed by American States Insurance Company for Improvement Resolution No. 5822-78 for demolishing buildings and structures and clearing site at Police Garage and Ceta Bldgs. at 324 E. Berry Street. — Approved.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.

5. Received Contract, Guaranty and Liability Bonds of Wayne Asphalt & Construction Company, Inc. in the amount of $221,729.50 prepared by the Street Engineering Department signed by United States Fidelity & Guaranty for Improvement Resolution No. 5820-1978 to improve by resurfacing Broadway from the north property line of Berry Street to the south property line of Creighton Avenue. — Approved.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.

6. Received Contract, Guaranty and Liability Bonds Rieth-Riley Construction Company, Inc. in the amoutn for $219,103.45 prepared by the Street Engineering Department for Improvement Resolution No. 5821-1978 for improving by resurfacing and restoring pavement on Broadway from the south property line of Creighton Avenue to a point 151 feet south of Rudisill Boulevard. — Approved.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.

6. Received Contract, Guaranty and Liability Bonds of Spears - Dehner, Inc. in the amount of $134,548.22 prepared by the Water Pollution Control Engineering Department signed by United States Fidelity & Guaranty for Storm Drain Improvement Resolution No. 303-1978 - Monarch Park.	Approved. Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.
7. Received Water Contract No. 7821-A - Concord Hills Section II prepared and approved by the Water Engineer between Northeastern Enterprises, Inc. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana.	Approved. Ordered sent to the Water Engineering Department for handling.
8. Received Improvement Resolution No. 5823-78, final plans, estimate and specifications prepared by the Street Engineering Department for resurfacing Decatur Road from the east pavement line of Lafayette Street to the north curb line of Tillman Road. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on November 24 and December 1, 1978 Receive bids on Wednesday, December 6, 1978 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
9. Received Agreement to Purchase all of the south 100 ft. North of the Railroad and West of Wells Street of Lot #7, Wells Reserve in Fort Wayne, Indiana, by City of Fort Wayne from Volunteers of America for $130,000 plus $4,000 moving expenses.	Approved. A true copy is incorporated herein.
10. Received invoice of Continental Construction Company, Inc. in the amount of $236.66 prepared and approved by the Street Engineering Department covered by Sidewalk Resolution No. 5784-78 - 2019 Warsaw Street.	Approved and ordered paid from MVH encumbered.
11. Received invoice #2 of Hipskind Asphalt Corporation in the amount of $41,254.22 approved by the Street Engineering Department for work performed on Resolution No. 5801-78 East Central Impact Area, Phase III.	Approved and ordered paid by Community Development and Planning.
12. Received Agreement for Sewer Extension between Marlin R. Jones and C. Michael Axson and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer (local) in area of Terry Lane and St. Joe Road.	Approved. Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.
13. Received Special Sewer Permit for Shive Nursing Centers, Inc. prepared and approved by the Water Pollution Control Engineer and Performance Bond of Jay Fox Construction Company to construct a storm sewer to serve Shive Nursing Home - Lawrence Drain Relocation.	Approved and Special Sewer Permit issued. Board Order No. 214-78.

14. Received quotation from the Purchasing Agent for the proposed purchase 100 Ballast Power Doors for the Street Lighting Engineering Department:

GENERAL ELECTRIC COMPANY ---$7,900.00

Approved and ordered sent to the City Council on Tuesday, December 12, 1978 at 8:00 p. m.

Bid accepted under Purchase Order No. 0495 in the amount of $7,900.00.

15. Received quotation from the Purchasing Agent for the proposed purchase of one Sperry Remington (The Kard-Veyer 300) for the Water Maintenance and Service Department:

INDIANA OFFICE SYSTEMS, INC. ------ $4,883.00

Approved and ordered sent to the City Council on Tuesday, December 12, 1978 at 8:00 p.m.

Bid accepted under Purchase Order No. 0494 in the amount of $4,883.00

16. Received quotations from the Purchasing Agent for the proposed purchase of two 1979 station wagons for the Meter Reading Department:

ALLEN COUNTY MOTORS ----------$8,413.40
POINSETTE MOTORS ----------$8,666.52
HOOSIER FORD ----------$9,235.22
HEFNER CHEVROLET ----------$8,960.00

The bid of Allen County Motors, Inc. was accepted under Purchase Order No. 0490 in the total amount of $8,413.40.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.

17. Received Invoice No. 7 of Spears-Dehner, Inc. in the amount of $77,972.80 approved by the Street Engineering Department covered by Resolution No. 5797-78 - Jefferson - Maumee - Washington Improvement.

Approved and ordered $77,972.80 paid from LRS Account.

Also ordered $8,672.65 to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank and Trust Company.

Original sent to Chief ISHC for reimbursement to City.

18. Received invoice #8 of Hagerman Construction Corporation in the amount of $23,327.50 approved by McNamee, Porter and Seeley, Consulting Engineers, covered by Contract No. 77-W-1 for Water Works Improvements - Washwater Retention Basin.

Approved and ordered paid by City Utilities from the Water Utility Fund.

19. Received invoice #44 of Hagerman-Shambaugh (Joint Bidders) in the amount of $5,844.54 approved by HNT & B (H. B. Steeg Div.) for the period of September 29, 1978 to October 27, 1978 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.

Approved and ordered invoice #44 of Hagerman-Shambaugh (joint bidders) paid by City Utilities.

Also ordered amount of $307.60 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

Meeting adjourned at 11:15 a.m.

Henry P. Helmsburg

Edward W. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, November 27, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clek

H. P. Wehrenberg, E. H. Lamar,
M. G. Scott
Ursula Miller

1.	Received purchase orders from the Purchasing Agent of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	Received Final Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 123-77 - Springwood Addition.	CONFIRMED and ordered sent to the Department of Finance.
4.	Received Special Sewer Permit for Mac-Allister Machinery, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Shambaugh & Son, Inc. to construct a sanitary sewer known as Mac-Allister Machinery Comapny, Inc. Sanitary Sewer.	Approved and Special Sewer Permit issued. Board Order No. 216-78.
5.	Received Special Sewer Permit for Landmark Homes, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond (Irrevocable Letter of Credit No. LC-515) to construct a sanitary sewer known as Mariner's Ridge, Section III, Lots 119 thru 143 incl. and Lot 162.	Approved and Special Sewer Permit issued. Board Order No. 215-78.
6.	Received Change Order No. 1 of T & F Construction Corporation in the amount of $1,141.90 prepared and approved by the Street Lighting Engineering Department covering Resolution No. 131-78 - Lighting Lakewood Park Addition.	Approved. Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.
7.	Received description of leased property as covered by City Light Lease for Northcrest Station from the Street Light Engineer. (ADDENDUM #11).	Approved. A true copy is incorporated herein. Copies sent to Indiana & Michigan Electric Company and Engineering Departments.

8. Received a request from General Telephone Company (Tom Kressley) 525 Tecumseh, for permission to barricade Calhoun Street between Pontiac and Leith (parking lane on the East side) on Tuesday, November 14, 1978 from 8:00 a.m. till 4:00 p.m.
PURPOSE: Emergency repair.

Approved and permit issued.

9. Received a request from Salvation Army, 1724 S. Calhoun (A. E. Clark) for permission to barricade sidewalks at corner of Wayne and Calhoun and corner of Wayne and Clinton on November 24, 1978 thru December 23, 1978 at all times.
PURPOSE: Place a kettle at each location - for fund raising.

Approved and permit issued.

10. Received a request from Martin, Inc. (Pete Smith) Box 522, for permission to barricade both ends of Court Street on Monday, November 27, 1978 through Monday, December 11, 1978 at all times.
PURPOSE: Remodeling of County Court House dome.

Approved and permit issued.

11. Received a request from Martin, Inc. (Sue Haner) Box 522, for permission to barricade 1129 Ohio Street on Wednesday, November 29, 1978 from 7:00 a.m. to 4:00 p.m.
PURPOSE: Moving Kunkel Valve Co. to another location.

Approved and permit issued.

12. Received invoice from City Controller (Barrett Law Department) in the amount of $17,519.37 covering balance of City cost on Street Lighting Resolution No. 123-77 - Springwood Addition.

Approved and ordered paid from Account 34-414-200.

Meeting adjourned at 10:40 p.m.

Henry P. Mehnsberg

Edward H. LaMar

Mary A. Stec

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, November 29, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, November 22, 1978 at 9 a.m. and Monday, November 27, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

7037 Peartree Lane	A. D. Delagrange
3501 & 3505 Shoaff Pk. River Dr.	A. D. Delagrange
1111 Springbrook Rd.	A. D. Delagrange
1212 Springbrook Rd.	A. D. Delagrange
1218 Springbrook Rd.	A. D. Delagrange
1228 Springbrook Rd.	A. D. Delagrange
1329 Springbrook Rd.	A. D. Delagrange
3330 Vantage View Dr.	Ideal Suburban Homes
5743 Wilkie Dr.	Wm. Winans -& Nat'l. Homes

4. Received street cut applications: — Approved and permits issued.

2412 Allegany	Earl D. Baker, Jr.
Coldwater Rd. approx. 500 ft. S/of Washington Center Rd.	Gen. Tel.
816 Elmer	NIPSCO
1717 Kenwood	C.U. Water Maint.
3510 Harris Rd.	"
5320 Industrial Rd.	NIPSCO
Leroy & Charlotte	C.U. Water Maint.
401 W. Main	J & G Disconnect
2323 - 2325 Miner	"
2122 Morris (prkstrp)	C.U. Water Maint.
(alley) S/O High approx. 320' W/O Center Line of Sherman St.	Ind. & Mich.
Sherwood Terrace E/Hartman Rd. and along Stratford Dr. S/O Old Mill Rd.	NIPSCO
3816 E. State	Roland K. Leininger
Blanket cuts for cable (26)	Bus Hut's Inc.
4405 Warsaw	Starnes Sewer & Backhoe
5022 Webster	C. U. Water Maint.
4509 Willard	NIPSCO
6711 Winchester Rd.	C.U. Water Maint.
1602 Alliger	NIPSCO
1115 S. Anthony	"
2928 Winter	"
1602 Alliger	"

5. Received a request from WOWO (Barbara Crouse) 203 W. Wayne, for permission to barricade 110 E. Berry sidewalk in front of I & M Building from Monday, December 11, 1978 through Sunday, December 24, 1978 at all times.
PURPOSE: Raise money for Penny Pitch - a barrel and loud speaker for broadcasting will be placed there.

Approved and permit issued.

6. Received plat of Aboite Lake Estates, Section III submitted and approved by the City Plan Commission.

Approved.

7. Received quotation from the Purchasing Agent for the restoration of concrete street at 2409 Springfield for John Dehner, Inc. for Water Maintenance & Service Department in the amount of $6,249.50. (Emergency Resolution No. 66-208-20).

Approved.

8. Received quotations from the Purchasing Agent for the purchase of #12 TW Stranded Wire for the Street Lighting Department:

GENERAL ELECTRIC SUPPLY -----$2,959.00

WESTINGHOUSE ELEC. CO. ----- $2,978.00

GRAYBAR ELEC. CO. ---------- $3,145.00

Approved and accepted under Purchase Order No. 0309 to for General Electric Supply Company in the amount of $2,959.00.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.

9. Received quotations from the Purchasing Agent for the proposed furnishing of all necessary labor and material to install approximately 117 ft. of three inch rigid steel conduit with 40 mil PVC coating from boiler room basement WPC Plant to GT manhole south park strip of Dwenger Avenue.

HENRY ELECTRIC COMPANY, INC. ----- $3,200.00

WEIKEL LINE CO. ---------- $5,390.10

DAILEY ASPHALT PROD. ---------- $4,457.00

Approved and accepted under Purchase Order No. 0503 to Henry Elec. Co., Inc. in the amount of $3,200.00.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.

10. Received quotations from the Purchasing Agent for the Blanket purchase for 1979 requirements for Letterheads and Envelopes for the Office Services Department: 50,000 each.

CUMMINS PRINTING COMPANY, INC. ---------$1,124.00 --- letterheads
$ 947.00 --- envelopes

FORT WAYNE PRINTING CO. ----------$ 990.60 --- letterheads
$2,156.96 --- envelopes

LINCOLN PRINTING CO. ----------$1,199.00 --- letterheads
$ 982.50 --- envelopes

Through the recommendation of the Purchasing Agent the bid of Cummins Printing Company, Inc. was accepted under Purchase Order No. 0500 in the total amount of $2,071.00.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8 p.m.

11. Received invoice from City Controller (Barrett Law Department) in the amount of $17,519.37 covering the balance of City cost on Street Lighting Resolution No. 123-77 for Springwood Addition.

Approved and ordered paid from Account 34-414-200.

12. Received invoice #3 of Hipskind Asphalt Corporation in the amount of $29,416.29 prepared and approved by the Street Engineering Department covered by Resolution No. 5802-78 - Nebraska Area Phase III.

Approved and ordered invoice paid by Community Development and Planning.

13. Received Invoice No. 78-08-310-001-00-04 of Howard Needles Tammen & Bergendoff (H. B. Steeg Div.) approved by the General Superintendent of City Utilities for professional engineering services performed in connection with Agreement for Engineering services dated March 20, 1978 Advanced Wastewater Treatment, Phase B - TASK #1. Services rendered for the period of June 24, 1978 through November 10, 1978. Amount of invoice is $18,398.71.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

14. Received Invoice #2 of Rieth-Riley Const. Co. in the amount of $19,754.10 prepared by the Street Engineering Department covered by Resolution No. 5809-78 - Hanna-Creighton Impact Phase II.

Ordered paid by Community Development and Planning.

Meeting adjourned at 11:00 p.m.

Edward B. Lacey

Ray A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Mueller

Secretary and Clerk

Thursday, November 30, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Improvement Resolution No. 5770-1978 for partially constructing sidewalk and 100% replacement of curb on St. Joe Boulevard from the north curb line of Forest Avenue to the south curb line of State Boulevard.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Improvement Resolution No. 5772-1978 for constructing sidewalk and curb to grade on Lincoln Court approximately 250 feet around cul-de-sac. Resurface entire court to Goshen Road.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

3. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Improvement Resolution No. 5778-1978 for improving Stratton Road from the east property line of Coldwater Road to a point 284 feet east thereof.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

4. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Improvement Resolution No. 5800-1978 for improving the sidewalk and curb on Hayden Street from the west curb line of South Anthony to the first alley west thereof.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

5. Received recommendation from Water Pollution Control Engineering to solicit written "Statements of Qualifications" from qualified consultants for providing professional engineering services on various types of Wastewater Collection System programs.

Approved. Ordered Notice to Consulting Engineers published December 5 and December 12, 1978 in Ft. Wayne Newspapers and one time in Indianapolis Star.

"Statements of Qualifications" will be received on Wednesday, December 20, 1978 at 9:00 a.m.

Meeting adjourned at 4:05 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, December 4, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

1115 S. Anthony	- NIPSCO
1620 Barthold	- "
508 E. Berry	- "
2002 Broadway (alley)	- "
Calhoun at alley -Landing and Main St.	- "
2128 Cortland (alley)	- "
2615 Corvalis	- "
1631 Darian Dr.	- "
448 E. Dewald	- "
324 Edna	- "
Fairfield at Intersec. of Woodhurst	- "
Glencairn Dr./4310 Vance	- "
2337 S. Hanna	- "
5306 S. Harrison	- C.U. Water
5300 S. Hanna	- Brooks Const.
4003 S. Harrison (alley)	- NIPSCO
2110 Hensch (sdw.)	- "
4706 Highwood	- "
3034 Holton	- "
4828 Holton	- C.U. Water Maint
419 E. Jefferson (alley)	- NIPSCO
1222 McClellan	- "
2325 Miner	- "
3101 S. Monroe	- "
3021 New Haven	- "
5301 Northcrest	- "
Ohio /1320 Hugh	- "
3600 Blk of Old Maumee	- "
4839 Old Mill	- "
3019 Oliver	- "
2055 Ontario Circle	- "
5515 Riviera	- C.U. Water Maint.
Riviera S/o Washington Center	- "
4318 Sherman	- NIPSCO
1241 W. Sherwood Terrace	- "
1629 Spring	- "
6231 E. State	- "
1126 Summit (alley)	- "
710 W. Superior	- "
505 E. Taber	- "
5023 Vermont Lane	- C.U. Water Maint.

2923 Warsaw	- NIPSCO
1223 E. Washington (alley)	- "
200 E. Washington (alley)	- "
1411 E. Washington (alley)	- "
125 W. Wayne	- C. U. Water Maint.
2909 Waynedale Blvd.	- NIPSCO
2928 Winter	- "
511 Walnut	- "
2118 Shomburg	- "
1810 Shramrock Rd.	- "
1140 Franklin /High	- "

4. Received a request from Don Fruchey, Inc. (Tom Richardville) 5608 Old Maumee Road, for permission to barricade Pearl Street between Webster and Mainden at the Perfection Biscuit Company on Monday, December 4, 1978 through Wednesday, December 6, 1978 from 8:00 a.m. till 4:30 p.m.
PURPOSE: Two cranes to be installing large sections of concrete on roof of Perfection Biscuit Company.

Approved and permit issued.

5. Received a request from WOWO Radio - Barbara Crose, 203 W. Wayne Street, for permission to hang banner across Berry Street to be suspended from the second stories of the First Land Title Building and Lincoln Bank on Monday, December 11, 1978 thru Sunday, December 24, 1978 at all times.
PURPOSE: Raise money for WOWO "Penny Pitch".

Approved and permit issued.

6. Received driveway applications:

313 W. Paulding Rd. ---------M. Elliott
313 W. Paulding Rd. ---------M. Elliott
2403 Pinewood Dr. ----------Lebrato Bros.

7. Received invoice #6 of Weigand Construction Company, Inc. in the amount of $29,888.90 prepared and approved by Martindale, Tourney & Gibson, Architects, for general construction work on Humane Shelter EDA #06-51-26280.

Approved and ordered paid from LPW-II Funds by the City Controller.

Also ordered $311.10 paid to Weigand Const. Co., Inc. Escrow Account at Indiana Bank & Trust Company.

8. Received quotation from the Purchasing Agent for the purchase of link belt parts for conveyor feeder for the Three Rivers Filtration Plant:

TRANSMISSION & FLUID EQUIPMENT---$2,281.30

The quotation of Transmission & Fluid Equipment in the amount of $2,281.30 was accepted under Purchase Order No. 0522.

Ordered sent to the Common Council on Tuesday, December 12, 1978 at 8:00 p.m.

9. Received invoice #2 of T & F Construction Corp. in the amount of $4,582.20 prepared by the Street Engineering Department covered by Street Light Resolution No. 126-77 - East Central Phase II.

Approved and ordered paid by Community Development and Planning.

10.	Received Special Sewer Permit for Jensen Enterprises, Inc. prepared and approved by the Water Pollution Control Engineering Department. 25% Maintenance Bond will be furnished to Board when Completion Affidavit is filed. Project is known as sanitary sewer to serve Lots 79 - 86 Highland Park Addition Extension.	Approved and Special Sewer Permit issued. Board Order No. 219-78.
11.	Received invoice of L. W. Dailey, Inc. in the amount of $4,324.50 approved by the Street Engineering Department covering work at 3617 North Clinton Street.	Approved and ordered paid under Purchase Order No. 4-05258..
12.	Received invoice of T & F Construction Corporation in the amount of $21,810.20 approved by the Street Engineering Department covering work on Resolution NO. 5797-78 - Jefferson - Maumee - Washington Project.	Approved and ordered paid from LRS Account 324-001.
13.	Received invoice of Hipskind Asphalt Corporation in the amount of $256.25 covering work of sidewalk replacement at 1701 West Main Street, approved by the Street Engineering Department.	Approved and ordered paid from MVH Funds.
14.	Received petition for the replacement of sidewalks at 2201 Riedmiller.	Ordered Street Engineering Department to investigate and report. Board Order No.220-1978.
15.	Received quotation from the Street Engineering Department for installation of new catch basin and connection to a manhole at 1718 Edsall Avenue in the amount of $1,200.00, submitted by L. W. Dailey, Inc.	Approved. Ordered Purchase Order No. 03589 issued for this project to L. W. Dailey, Inc.
16.	Received invoice from Hipskind Asphalt Corporation in the amount of $69,441.74 prepared and approved by the Street Engineering Department covering work on Resolution No. 5806-78 - resurfacing of seven streets in the 3rd and 4th Districts.	Approved and ordered paid from 1978 Revenue Sharing Fund.
17.	Received invoice of Hipskind Asphalt Corporation in the amount of $23,214.55 prepared and approved by the Street Engineering Department covering work on Resolution No. 5791-1977 - resurfacing.	Approved and ordered paid from 1977 Revenue Sharing Fund.
18.	Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of John Dehner, Inc. with Guaranty Bond in the amount of $8000.00 signed by United States Fidelity & Guaranty for ON-SITE Centennial Industrial Park, Section II Sanitary Sewer.	Approved. Ordered acceptance letter written.

19. Received Warranty Deed whereby the City of Fort Wayne, Allen County in the State of Indiana conveys and warrants to James Macon and Sandra K. Macon of Allen County, State of Indiana, the following described real estate:

Lot Number 12, except the south 26 feet thereof in J. T. Hanna's Subdivision of Hanna's Out Lot #12 in the East half of the southwest quarter of Section 12, Township 30 North, Range 12 East.

Approved. A true copy is incorporated herein of Warranty Deed.

20. Received acceptance of City of Fort Wayne's offer to pay $500.00 to Paul J. Warney for relocation expense as per Public Law 91-646 in connection with acquisition of right-of-way for Ewing - Fairfield - Wells Street Bridge.

Approved.

Ordered paid from A. R. S #307-001.

21. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Gordon Landscape with Guaranty Bond in the amount of $25,000 signed by Reliance Insurance Company for Kinney Shoes OFF-SITE Sanitary Sewer 6200 E. State Boulevard.

Approved.

Ordered acceptance letter written.

22. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of$31,698.25 signed by State Automobile Mutual Insurance Company for Hewes Industrial Court OFF-SITE Sanitary Sewer.

Approved.

Ordered acceptance letter written.

23. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hartman Construction Company with Guaranty Bond in the amount of $12,650.00 signed by State Automobile Mutual Insurance Company for Crown Ridge Addition, Section A. Sanitary Sewer.

Approved.

Ordered acceptance letter written.

24. Received invoice of T & F Construction Corporation in the amount of $405.37 approved by the Traffic Engineering Department covering work performed on the Washington, Jefferson, Maumee project - Resolution No. 5797-78.

Approved and ordered paid from L.R. and S. Account.

25. Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of John Dehner, Inc. with Guaranty Bond in the amount of $8,000 signed by United States Fidelity & Guaranty for OFF-SITE Centennial Industrial Park, Section II Sanitary Sewer.

Approved and ordered acceptance letter written.

Meeting adjourned at 10:40 a.m.

Henry P. Helmsberger

Ethel W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, December 6, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR
Ursula Miller

Received Minutes of Meetings held on Wednesday, November 29, 1978 at 9 a.m.; Thursday, November 30, 1978 at 3:30 p.m and Monday, December 4, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

1306 E. Pontiac / Bowser	-	NIPSCO
535 Buchanan	-	"
2809 Broadway	-	C. U. Water Maint.
2517 S. Calhoun (alley)	-	NIPSCO
6332 Chatham	-	C.U. Water Maint.
5510 Coldwater	-	NIPSCO
335 S. Cornell Circle	-	C.U. Water Maint.
5610 Decatur Rd.	-	NIPSCO
3104 Fairfield	-	"
3009 S. Harrison (parkstrp)	-	C.U. Water Maint.
1165 Harmar	-	NIPSCO
824 E. Lewis (alley)	-	"
3009 McDonald	-	"
4181 Hessen Cassel /McKinnie	-	"
5619 Mason	-	C.U. Water Maint.
2718 Maldin	-	NIPSCO
1033 Maumee (alley)	-	"
1102 Maumee (alley)	-	"
720 Osage	-	C.U. Water Maint.
Plaza & Standish	-	"
1217 E. Pontiac	-	NIPSCO
1319 E. Pontiac	-	"
1327 E. Pontiac	-	"
1923 E. Pontiac	-	"
3628 Reynolds	-	"
2118 Schomburg	-	"
1810 Shamrock	-	"
4614 Spatz (alley)	-	"
4101 Taylor	-	"
2328 S. Wayne	-	"
2602 Weisser Pk.	-	"
2421 Weisser Pk.	-	"
2911 Weisser Pk.	-	"
2716 Weisser Pk.	-	"
2924 McCormick	-	"
2728 Busche	-	NIPSCO
320 W. Superior	-	"
1402 E. Pontiac on Holton	-	"
1911 Spy Run /Nussbaum	-	"

100 Blk. E. Cox --------C.U. Water Maint.
W. Cox & Calhoun --- "
1402, 1416, 1428 and 1502
Lofton Way --- NIPSCO
236 E. Pontiac (alley) --- "
1626 Randford Pl --- "
2216 Wells (alley --- "
1231 Wells --- "
3515 Willowdale --- C.U. Water Maint.
137 E. Dewald --- NIPSCO

4. Received Final Assessment Roll prepared by the Street Engineering Department for Sidewalk Resolution No. 5737-76 Addendum "A" for partially removing and replacing sidewalk on the west side of Beaver Avenue from the north property line of Kinnaird Avenue to the south property line of Packard Avenue - ADDENDUM "A" - construction of sidewalks along the south side of Kinnaird from Beaver Avenue west 150 feet and on the north side of Packard from Beaver Avenue west 150 feet.

CONFIRMED and ordered sent to the Department of Finance.

5. Received Final Assessment Roll prepared by the Street Engineering Department for Improvement Resolution No. 5770-77 for partially constructing sidewalk and 100% replacement of curb on St. Joe Boulevard from the north curb line of Forest Avenue to the south curb line of State Boulevard.

CONFIRMED and ordered sent to the Department of Finance.

6. Received Final Assessment Roll prepared by the Street Engineering Department for Improvement Resolution No. 5772-77 for the construction of sidewalk and curb to grade on Lincoln Court approximately 250 feet around cul-d-sac. Resurface entire court to Goshen Road.

CONFIRMED and ordered sent to the Department of Finance.

7. Received Final Assessment Roll prepared by the Street Engineering Department for Improvement Resolution No. 5778-77 for improving Stratton Road from the east property line of Coldwater Road to a point 284 feet east thereof.

CONFIRMED and ordered sent to the Department of Finance.

8. Received Final Assessment Roll prepared by the Street Engineering Department for Improvement Resolution NO. 5800-78 for improving the sidewalk and curb on Hayden Street from the west curb line of South Anthony to the first alley west thereof.

CONFIRMED and ordered sent to the Department of Finance.

9. RECEIVE BIDS:

Resurfacing Improvement Resolution No. 5823-78 for improving by resurfacing and restoring pavement as designated on the following street: DECATUR ROAD from the East pavement line of Lafayette Street to the North curb line of Tillman Road:

BROOKS CONST. CO. ----------$108,208.75
DAILEY ASPHALT CO. ----------$ 96,920.05
HIPSKIND ASPHALT CORP. ------$106,353.00
MOELLERING CONST. CO. -------$115,258.70
RIETH-RILEY CONST. ----------$113,115.65
WAYNE ASPHALT CORP. ---------$101,347.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, December 11, 1978 at 9:00 a.m.

10. Received request from Campbell, De Boe and Associates for payment of balance due in amount of $9,440.84 against final invoice of April 1, 1974 as provided in Agreement for Engineering Services for a steam generating unit dated January 28, 1970.	Approved. Ordered City Utilities to pay invoice in the amount of $9,440.84. Payment is to be made from Light Utility Fund.
11. Received Invoice #3 of Rieth-Riley Const. Co. in the amount of $8,449.80 prepared by the Street Engineering Department coved by Resolution No. 5809-78 - Hanna-Creighton Impact Phase II.	Ordered paid by Community Development and Planning.
12. Received Invoice #3 of Carrington & Associates in the amount of $5,757.56 prepared by the Street Engineering Department covered by Resolution No. 5808-78 West Central, Phase III.	Ordered paid by Community Development and Planning.
13. Received Partial Payment Estimate No. 12 of A. Hattersley & Sons, Inc. in the amount of $2,254.50 prepared and approved by the Architects, Cole-Matott, for mechanical construction for the Restoration of "Old City Hall".	Approved and ordered paid from LPW Round II. Also ordered City Controller to pay $250.50 to the A. Hattersley & Sons, Inc. Escrow Account at Anthony Wayne Bank.
14. Received Partial Payment Estimate No. 11 of Shambaugh & Son, Inc. in the amount of $2,205.00 prepared and approved by the Architects, Cole-Matott, for electrical construction for the restoration of "Old City Hall".	Approved and ordered paid from LPW Round II.
15. Received Special Sewer Permit for Meister Development Corporation prepared and approved by the Water Pollution Control Engineering Department. 25% of value of work Maintenance Bond is to be furhished at the time the Completion Affidavit is filed. Construction is for storm sanitary sewer known as Georgetown Area Professional Village, Phase II.	Approved. Board Order No. 223-78.
16. Received Special Sewer Permit for Shambaugh & Sons, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Shambaugh & Sons, Inc. to construct a sanitary sewer known as Moeller Road - Adams Center Road Sanitary Sewer.	Approved. Board Order No. 222-78.
17. Received Sewer Resolution No. 876-1978, final plans, estimate, specifications and property ownership list prepared by the Water Pollution Control Engineering Department for McKINLEY-CONNETT-EDWARDS SANITARY SEWER as follows: MAIN LINE: Beginning at an existing manhole located 6± L.F. West of and 7.5 ± L.F. North of the Northeast corner of Lot #1 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence West 733 ± L.F. to a proposed manhole located 18± L.F. North of the Northwest corner of Lot #18 of said Connetts Out Lots; thence South 800 ± L.F. along and parallel to the East R/W line of Connett Street terminating at a proposed manhole located 10 ± L.F. South of the Southwest corner of Lot #30 of said Connetts Out Lots.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners, December 12 and December 19, 1978. Hearing on Confirmation, Thursday, January 4, 1979 at 3:30 p.m. Mail notices on December 18, 1978.

LATERAL #1: Beginning at an existing manhole located 6 ± L.F. West of and 7.5 ± L.F. North of the Northeast corner of Lot #1 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence Southeasterly 472 ± L.F. terminating at a proposed cleanout loacted 15 ± L.F. South of and 7± L.F. East of the Northeast corner of Lot #5 of said Connetts Out Lots.

LATERAL #2: Beginning at a proposed manhole located 18 ± L.F. North of and 5 ± L.F. East of the Northeast corner of Lot #19 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence North 432 ± L.F. along and parallel to the West R/W line of Edwards Street terminating at a proposed cleanout located 10 ± L.F. North of and 5 ± L.F. East of the Northeast corner of Lot #11 of said Connetts Out Lots.

LATERAL #3: Beginning at a proposed manhole located 18 ± L.F. North of and 5 ± L.F. East of the Northeast corner of Lot #19 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence South 1712 ± L.F. along and parallel to the West R/W line of Edwards Street to a proposed manhole; thence Southwesterly 644 ± L.F. along and parallel to the South R/W line of Edwards Street to a proposed manhole; thence West 819 ± L.F. along and parallel to the North R/W line of Nuttman Avenue terminating at a proposed manhole located 15 ± L.F. West of and 5 ± L.F. South of the Southeast corner of Lot #4 of Tielker Homestead Addition as recorded in Miscellaneous Records 47, Page 250.

LATERAL #4: Beginning at a propsed manhole located 18 ± L.F. North of the Northwest corner of Lot #18 of Connetts Out Lots as recorded in Plat Book 4, Page 41; thence North 427 ± L.F. along and parallel to the East R/W line of Connett Street terminating at a proposed cleanout located 5 ± L.F. North of the Northwest corner of Lot #10 of said Connetts Out Lots.

Said sewer shall be 8" and 10" in diameter. (SEWER EASEMENT RESOLUTION NO. 159-78)

18. Received Sewer Easement Resolution No. 159-78, final plans and property ownership list prepared by the Water Pollution Control Engineering Department for McKinley - Connett - Edwards Sanitary Sewer - for the condemnation of a Permanent and Temporary Easement for the purposes to construct a sewer line along and across a portion of the Northeast Quarter Section 16, Township 30 North, Range 12 East; bounded on the north by Covington Road; bounded on the east by McKinley Avenue; bounded on the south by Nuttman Avenue; bounded on the west by Norfolk and Western Railway Company. SEWER RESOLUTION NO. 876-78.

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Property Owners, December 12 and December 19, 1978.

Hearing on Confirmation, Thursday, January 4, 1979 at 3:30 p.m.

Mail notices on December 19, 1978.

19. Received Invoice #6 of Bercot, Inc. in the amount of $13,987.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 294-77 - Freeman - Covington Sanitary Sewer. EDA 06-51-26289.

Approved Invoice #6 and ordered paid by City Controller.

Also ordered $29,560.57 paid from Bercot Escrow Account at Indiana Bank & Trust Company

20. Received Assignment of excess area funds due Am-Cal Construction Corp. under Agreement for Sewer Extension to Kinney Shoe Corporation.

Approved.
(Recorded 5/18/78 - Document 78-13241).

21. Received a Notice of Recognition of Encroachment upon a 5.5 feet in width which is part of Eqing Street right-of-way located between Main & Berry Streets to be used as part of a parking lot for the Edsall House Apartments.

Approved.

22. Received Agreement from Norfolk & Western Railway Company covering 48" storm drain crossing in 72" tunnel liner at Waynedale, Indiana. MP Indianapolis 102.375.

Approved.
License already paid.

A true copy is incorporated herein.

23. Received inspection report from the Water Pollution Control Engineering Department for Freeman - Covington Road Sanitary Sewer No. 294-77 and Completion Affidavit of Bercot, Inc. with Guaranty Bond in the amount of $387,348.00 signed by The Cincinnati Insurance Company.

Approved and ordered acceptance letter written.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Edw. LaDas

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, December 7, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar
Ursula Miller

Received Minutes of Meeting held on
Wednesday, December 1978 at 9 a.m.

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Resolution No. 128-77 for the installation of ornamental street lighting system with underground wiring in the Anthony Wayne Village Addition more specifically as follows: Winston Drive, Austin Drive, Marvin Drive, Andre Lane and Schaper Drive.

The Board determined the benefits as indicated.

Ordered the Street Lighting Engineering Department to prepare the Final Assessment Roll.

2. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 132-78 for the installation of street lighting on Devonshire Drive, more specifically defined as Devonshire Drive from Maple Grove to Ashcroft.

Continued to Thursday, December 21, 1978 at 3:30 p.m.

Time up to receive remonstrance Monday, December 18, 1978 at 5:00 p.m.

3. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 134-78 for the installation of street lighting on Guild Drive from the north property line of Lots 128 and 139 Victoria Park Addition Section 4 to its southern terminus, Derbyshire Drive from its northern terminus to the south property line of Lots 37 and 49 Victoria Park Addition Section 2, Salisbury Drive from the north property line of Lot 115 Victoria Park Addition Section 3 and the north right-of-way of Esser Drive to the south property line of Lots 51 and 82 Victoria Park Addition Section 2, Asquith Drive from Derbyshire Drive to Salisbury Drive and Montford Drive from its western terminus to Salisbury Drive.

Continued to Thursday, December 21, 1978 at 3:30 p.m.

4.	Received invoice #4 of Havel Brothers, Inc. in the amount of $3,040.00 prepared and approved by Martindale, Tourney & Gibson covering work on Fort Wayne Humane Shelter - electrical work. EDA #06-51-26280	Approved and ordered City Controller to pay invoice from the LPW II Fund.
5.	Received invoice from City Controller (Barrett Law Department) in the amount of $3,373.29 covering balance of City cost on Resolution #5737 Addendum "A" and 5737-76 - Beaver Avenue.	Approved and ordered paid from 1976 Revenue Sharing Fund.
6.	Received invoice from City Controller (Barrett Law Department) in the amount of $3,238.17 covering balance of City cost on Resolution No. 5770-77 St. Joe Boulevard area.	Approved and ordered paid from 1977 Revenue Sharing Fund.
7.	Received invoice from City Controller (Barrett Law Department) in the amount of $5,526.48 covering balance of City cost on Resolution No. 5772-77 Lincoln Court.	Approved and ordered paid from 1978 MVH Fund.
8.	Received invoice from City Controller (Barrett Law Department) in the amount of $2,784.65 covering balance of City cost on Resolution NO. 5800-78 Hayden Street area. (1436 S. Anthony).	Approved and ordered paid from 1978 MVH Fund.
9.	Received invoice #2 (FINAL) of Hipskind Asphalt Corporation in the amount of $22,111.03 for work on Resolution No. 5761-77 Southwood Park Sidewalks. Invoice approved by the Street Engineering Department.	Approved and ordered paid from 1977 Revenue Sharing Fund.
10.	Received invoice #7 of Wayne Asphalt and Const. Co., Inc. in the amount of $5,973.90 prepared and approved by the Street Engineering Department covered by Resolution No. 5760-77 - Wells Street.	Approved and ordered paid from L.R. & S Account #311-001.
11.	Received Purchase Order No. 0543 from the Purchasing Agent for L. W. Dailey, Inc. for the replacement of pavement at Delaware and Randallia in the amount of $12,862.00 per EMERGENCY RESOLUTION NO. 66-244-7.	Approved.

13. Received Invoice #11 of T & F Construction Corp. in the amount of $43,683.05 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signals EDA Project No. 06-51-26289.

Approved and ordered amount of $43,683.05 paid to T & F Construction Corp. by the City Controller.

Also, ordered T & F Const. Escrow Account at Indiana Bank & Trust Company paid the amount of $4,853.68.

Payments are to be made from LPW II Fund.

14. Received invitational bids from the Street Engineering Department for repair by replacement of sidewalk at 1917 Thompson Avenue. Bid of Robert Houser was $350.00.

Ordered Purchase Order No 61208 issued to cover City's 25% cost participation figure in the amount of $87.50.

Meeting adjourned at 4:40 p.m.

Henry P. Wehrenberg

Edward W. LaMay

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, December 11, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications: — Approved and permits issued.

2616 Busche Dr. --------- A. D. Delagrange
2504 Fairfax Ave -------- Delagrange Homes
2505 Knollwood Ct. ------ A. D. Delagrange

4. Received street cut applications: — Approved and permits issued.

Ardmore bet. Engle &
N & W R.R. ----------Water Engr.
Dawnan, Barbarajean &
Connijean Ct. ---------NIPSCO
4022 Buell (alley) -Roto Rooter
6304 Bradbury -C.U. Water Maint.
Elmrow & Lillie - "
1019 Ferguson - "
1712 Lake - "
7017, 7023, 7029 Ordway ---NIPSCO
3221 E. Paulding -C.U. Water Main
1612 Randford Pl. -NIPSCO
5900 E. State -Land Excat.
Wayne Trace & Eastway -C.U. Water Maint.
E. R/W to west R/W of
Winchester Rd. so. of
Aylsford -Gen. Tel.
4410 Indiana -NIPSCO
7600 Bradbury - "
412 Corwin Lane -C.U. Water Maint.
418 Corwin Lane - "
2000 blk. Henrietta - "
4181 Hessen Cassel -Gordons Land.
7216 Ideal -C.U. Water Maint.
2229 Ontario - "
2400 Oxford - "
Paulding Rd. 150'E. of
Anthony Blvd. - "
4005 S. Wayne (alley -NIPSCO
Spy Run Ave. 430' so. of
Randolph St. -Gen. Tel.
305 E. Washington Ctr. Rd.-Shambaugh & Son
203 W. Washington (alley) -NIPSCO
2929 Wells (prkstrp) -C.U. Water Maint.
3525 Holton -NIPSCO
2718 Mauldin - "

5. Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5823-78 for resurfacing and restoring pavement on Decatur Road from the east pavement line of Lafayette Street to the North curb line of Tillman Road.

AWARD contract to Dailey Asphalt Prod. Company at and for the amount of $96,920.05 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

6. Received Sewer Improvement Resolution No. 302-1978, final plans, estimate and specifications, prepared by the Water Pollution Control Engineering Department, for construction of a sanitary sewer interceptor to extend sewage collection service to Kruge Place Addition, Savoie's Subdivision, Orchard Ridge Gardens Addition and surrounding space, which from its size and character is not only intended for use by property holders whose property abuts along the line of said sewer but for future extension of said main.
(CITY PAID). (SEWER EASEMENT #161-1978)

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Contractors, December 15 and 22, 1978.

Receive bids Wednesday, January 3, 1979 at 9 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

7. Received Sewer Easement Resolution No. 161-78, final plans, estimate, specifications and property ownership list prepared by the Water Pollution Control Engineering Department for the condemnation of rights-of-way for Permanent and Temporary Sewer Easement purposes to construct, operate, control, and maintain a sewer line along and across a portion of the South half of Section 32, Township 30 North, Range 12 East; bounded on the North a a line 390 ± feet north of the centerline of Lower Huntington Road, bounded on the East by a line 235 ± feet East of the centerline at Ardmore Avenue, bounded on the South by a line 60± feet South of the centerline of Rurode Lane, bounded on the West by a line 995 ± feet West of the East line of the Northwest Quarter Section 32.
(SANITARY SEWER RES. 302-1978).

Approved and adopted. A true copy is incoroprated herein.

Advertise, Notice to Property Owners December 15 and 22, 1978.

Hearing on Confirmation, Thursday, January 11, 1979 at 3:30 p.m.

Mail notices December 21, 1978.

8. Received Water Contract No. 7816 prepared and approved by the Water Engineering Department between the Fort Wayne Utility and Colony Heights, Inc. for construction of water mains all in Crown Colony, Section K.

Approved.

Ordered sent to the Water Engineer for handling.

9. Received quotaions from the Purchasing Agent for the proposed purchase of envelopes for the Office Services Department:

DOUBLE ENVELOPE CO. --------Envelopes --		$9.76/M
	"	$6.57/M
TAYLOR MARTIN PAPER ---------	"	$9.34/M
		8.60/M
DOUBLEDAY BROS. ----------	"	$10.47/M
	"	8.77/M
BIRCH BUS. SYSTEMS, INC.-----	"	$10.11/M
	"	$ 8.17/M

Through the recommendation of the Purchasing Agent the bid of Double Envelope was accepted in the total amount of $12,247.50 under purchase order No. 0546.

Ordered sent to the common council on Tuesday, December 26, 1978 at 8:00 p.m.

10.	Received invoice of Bercot, Inc. in the amount of $39,995.00 (FINAL) prepared by the Water Pollution Control Engineering Department covering work on Emergency Repair Resolution No. 66-182-24 for repair of existing 12" Sanitary Sewer at General Electric Site on Nelson Street.	Approved and ordered paid under Purchase Order No. 0331, dated October 6, 1978. Ordered the General Superintendent of City Utilities to seek reimbursement from the Federal Disaster Assistance Administration.
11.	Received Agreement between Board of Public Works and Northeastern Enterprises whereby City waives area connection fees for Concord Hills, Section II in exchange for Northeastern oversizing sewer mains for Tanbark Trails, Section II. (Sewer Extension Agreement dated 5/8/78 recorded as Instrument 78-18421).	Approved. A true copy is incorporate herein. Ordered sent to the Water Pollution Control Engineering Department for recording.
12.	A request was received from T & F Construction Corp, 3002 Brooklyn, for permission to barricade parking lane on the west side of Webster between Wayne and Berry; parking lane on the North side of Berry - the second set of double meters west of Clinton on Friday, December 8, 1978 from 7:00 a.m. till 2:00 p.m. PURPOSE: Pole removal.	Approved and permit issued.
13.	A request was received from Roto Rooter, 3714 Lake, for the permission to barricade alley off of Buell Drive between West Foster Parkway and Branning on Wednesday, December 6, 1978 thru Friday, December 8, 1978. Permit extended to Wednesday, December 13, 1978. PURPOSE: Sanitary sewer repair.	Approved and permit issued.
14.	A request was received from L.I. Griffin & Sons, Inc. 4920 So. Monroe, for permission to barricade the north parking lane of the 100 block of Grand Street on Monday, December 11, 1978 thru Friday, December 22, 1978 at all times. PURPOSE: Tearing down old passenger railroad station. (Extend thru Jan.26, 1979).	Approved and permit issued.
15.	A request was received from G & L Corporation, 3002 Brooklyn, for permission to barricade the north side of the 100 block of Berry Street from Calhoun to the alley on Tuesday, December 12, 1978 from 1:00 p.m. till 3:00 p.m. PURPOSE: Taking telephone equipment out of the Fort Wayne National Bank Building.	Approved and permit issued.
16.	A request was received from G & L Corporation 3002 Brooklyn, for permission to barricade the north side of the 100 block of Berry Street from Calhoun Street to th alley on Friday, December 15, 1978 from 1:00 p.m. till 3:00 p.m. PURPOSE: Taking telephone equipment out of the Fort Wayne National Bank Building.	Approved and permit issued.

Meeting adjourned at 11:10 a.m.

Henry P. Wehrenberg

Ethel N. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, December 13, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
Ursula Miller

Received Minutes of Meetings held on
Thursday, December 7, 1978 at 3:30 P.m. and
Monday, December 11, 1978 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

4181 Hessen Cassel Rd. ---------- Brooks Const. Co.
604 W. Jefferson ---------- Bill Winans
5936 E. State ---------- Rieth-Riley Const.

4. Received private sidewalk application:

Approved and permits issued.

350 Pearl ---------- Hagerman Const. Corp.

5. Received street cut applications:

Approved and permits issued.

2827 Abbott (prkstrp) ---------- C.U. Water Maint.
Andrews 50' N/o Fourth ---------- Ron Sorg
4118 Ardmore --- R & A Plumb.
1020 S. Calhoun --- J & G Disconnect
1022 S. Calhoun ---
1026 S. Calhoun ---
1030 S. Calhoun ---
330 Edna --- R & A Plumb.
5208 Cascade --- NIPSCO
301 W. Lewis --- C.U. Water Maint.
7115 Old Trail Rd. --- Spatt Plumb.
1820 Papermill Crossing --- NIPSCO
3545 S. Anthony --- "
3402 Central --- "
3622 Euclid --- "
5208 Cascade --- "
1437 Huestis --- "
along Spy Run from --- "
Elizabeth to Ruth
along Elizabeth - Lawton Place
along Elizabeth - Nussbaum, (alley)
between Nussbaum and Ruth - (alley)
E/o Spy Run off of Elizabeth --- "

6. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5784-77 for improving the sidewalk at 2019 Warsaw Street from the south line of first alley south of LaSalle Street, seventy-nine feet south.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment December 22 and 29, 1978. Hearing on Confirmation of Assessment Roll Thursday, January 18, 1979 at 3:30 p.m. Notices to be mailed on December 29, 1978.
7. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution NO. 5761-77 - Southwood Park Addition area.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise, Notice of Assessment December 22 and 29, 1978. Hearing on Confirmation of Assessment Roll Thursday, January 18, 1979 at 3:30 p.m. Notices to be mailed on December 29, 1978.
8. Received Invoice #5 of Spears - Dehner, Inc. in the amount of $15,524.82 prepared and approved by the City Utilities General Superintendent covered by Sewer Resolution No. 298-77 Rothman - Maplecrest Roads Sanitary Sewer Interceptor, Phase II.	Approved invoice #5 of Spears-Dehner, Inc. paid by City Utilities in the amount of $15,524.82. Also ordered $1,724.98 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from the Water Pollution Control Utility Fund.
9. Received Invoice #6 of Spears - Dehner, Inc. in the amount of $12,557.47 prepared and approved by the City Utilities General Superintendent covered by Sewer Resolution No. 298-77 Rothman - Maplecrest Roads Sanitary Sewer Interceptor, Phase II.	Approved invoice #6 of Spears - Dehner, Inc. paid by City Utilities in the amount of $12,557.47. Also ordered $1,395.28 paid to the Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from the Water Pollution Control Utility Fund.

10. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5789-77 for sidewalk repair Lincolnshire Addition, Sections A & B.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment December 22, 1978 and December 29, 1978.

Hearing on Confirmation of Assessment Roll Thursday, January 18, 1979 at 3:30 p.m.

Notices to be mailed on December 29, 1978.

11. Received invoice #7 of Weigand Construction Company, Inc. in the amount of $23,600.00 prepared and approved by Martindale, Tourney & Gibson, Architects, for general construction work on Humane Shelter EDA #06-51-26280.

Approved and ordered paid from LPW-II Funds by the City Controller.

12. Received invoice #3 of Havel Bros., Inc. in the amount of $2,902.00 prepared and approved by Martindale, Tourney & Gibson, Architects, for electrical construction work on Humane Shelter EDA #06-51-26280.

Approved and ordered paid from LPW-II Funds by the City Controller.

13. Received invoice #5 of Shambaugh & Son, Inc. in the amount of $15,851.70 prepared and approved by Martindale, Tourney & Gibson, Architects, for mechanical construction on Humane Shelter EDA #06-51-26280.

Approved and ordered paid from LPW-II Funds by the City Controller.

14. Received invoice #6 of Martindale, Tourney, Gibson, Inc., Architects, in the amount of $668.82 for architectural services per agreement dated November 3, 1976 for Remodeling and Addition to Humane Shelter.

Approved and ordered paid from LPW-II Funds by the City Controller.

15. Received Change Order No. 1 of Spears-Dehner, Inc. in the amount of $25,255.00 prepared by Water Pollution Control Engineering Department covering work on Sewer Resolution NO. 298-77 - Rothman - Maplecrest Roads Sanitary Sewer.

Approved and ordered sent to the Common Council on Tuesday, December 26, 1978 at 8:00 p.m.

16. Received the following invoices for Street Lighting Resolution No. 124-77 from the Street Lighting Engineering Department:

Approved.

707-E-244	----------	$ 88.07
710-E-322	---	335.28
711-E-405	---	859.94
712-E-443	---	13066.85
801-E-045	---	3167.30
810-E-331	---	18.38

17. Received Change Order No. 1 of Hipskind Asphalt Corporation in the decreased amount of $20,003.86 approved by the Street Engineering Department covered by Resurfacing Resolution No. 5806-78 - 3rd and 4th District Resurfacing.

Approved.

18. Received Damage Claim from Riverview Inc. d/b/a Lakeside Golf Club in amount of $2,437.50 as per Grant of Easement for North Maumee Resolution No. 290-77 dated June 20, 1977.

Approved.

Ordered the City Utilities to pay invoice from the Water Pollution Control Utility Fund.

19. Received recommendation of General Superintendent of Utilities that inasmuch as the Water Utility received a loan of $750,000 from the Water Pollution Control Utility on June 14, 1978 that is now due and that $200,000 has been repaid on said note, that the $550,000 be refinanced. (PROMISSORY NOTE).

Approved.

A true copy of Promissory Note is incorporated herein.

20. RESOLUTION NO. 66-278-20

WHEREAS, the Board of Public Works of the City of Fort Wayne is the governing body of the Fort Wayne City Utilities; and

WHEREAS, there exists a Cash Reserve Fund in the Fort Wayne Water Pollution Control Utility; and

WHEREAS, the Fort Wayne Water Utility is in need of Five Hundred Fifty Thousand and no/100 ($550,000) dollars:

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne hereby approves the loan of Five Hundred Fifty Thousand and no/100 ($550,000) dollars from the Fort Wayne Water Pollution Control Utility to the Fort Wayne Water Utility for a period not to exceed 270 days at rate of 5% per annum.

Approved this 11th day of December 1978.

A true copy is incorporated herein.

Meeting adjourned at 11:00 a.m.

Henry P. Helmke

Edward W. LaMay

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, December 18, 1978

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H.P. Wehrenberg, E. H. Lamar, M. G Scott

Received Minutes of Meeting held on Wednesday, December 13, 1978 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities . — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permit issued.

1616 Southdale ---------- Liechty & Assoc.

4. Received driveway applications: — Approved and permits issued.

7201 S. Anthony De-cel - Excel Lanes ---Jet Concrete
4419 Ardmore ----------Brooks Const.
2616 Busche Dr. ----------Maumee Valley Homes
2504 Fairfax Ave ---------- Delagrange Homes
2505 Knollwood Ct. --------- Maumee Valley Homes
350 Pearl St. ---------- Hagerman Const. Co.

5. Received street cut applications: — Approved and permits issued.

NE cor. Clay & Jefferson	- C.U. Water Maint.
1606 E. Creighton	- NIPSCO
506 E. Douglas (prkstrp)	- C.U. Water Maint.
2811 Kelmar	- Paul Eickhoff
1834 S. Lafayette	- C.U. Water Maint.
2224 Oliver	- NIPSCO
2600 Blk. Raymond	- C.U. Water Maint.
Along Spy Run Ave., Elizabeth, Lawton Pl. alleys bet. Elizabeth and Ruth and first alley east of Spy Run.	- NIPSCO
3007 Trentman	- C.U. Water Maint.
5622 Werling	- C.U. Water Maint.
1121 High	- NIPSCO
1215 W. Packard	- "
1036 E. Washington	- "
4506 S. Wayne (prkstrp)	- "

6. Received final assessment roll prepared by the Street Engineering Department for Street Light Resolution No. 128-77 for the construction of an ornamental street lighting system with underground wiring in the Anthony Wayne Village Addition more specifically as follows:- Winston Drive, Austin Drive, Marvin Drive, Andre Lane and Schaper Drive. — CONFIRMED.

Ordered sent to the Department of Finance.

7. Received Street Lighting Resolution No. 135-78, final plans, estimate and specifications prepared by the Street Lighting Engineering Department for lighting the East Central Phase III and Phase IV Impact Area more specifically as Harmar Street from Jefferson to Eliza Street, Hugh Street from Harmar Street to Ohio Street, Eliza Street from Harmar Street to Ohio Street, Gay Street from Eliza Street to Lewis Street, Chute Street from Eliza Street to Lewis Street, Ohio Street from Eliza Street to Lewis Street all in accordance with the detailed drawing and specifications. (CITY PAID).

Approved and adopted.

A true copy is incorporated herein.

Advertise Notice to Contractors December 22 and 29, 1978.

Receive bids on Wednesday, January 3, 1979 at 9 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

8. Received invoice from Delagrange Homes, Inc. in the amount of $1,630.00 for removing and replacing sidewalks and driveway aprons in Knolls Addition approved by the Street Engineering Department.

Approved and ordered paid from MVH Special Distribution.

9. Received invoice #4 of Shambaugh & Son in the amount of $26,123.40 approved by Martindale - Tourney - Gibson, Architects, for mechanical work on the Fort Wayne Humane Shelter. EDA #6-51-26280.

Approved and ordered paid from LPW - II Funds by the City Controller.

10. Received invoice No. 8 of Spears-Dehner, Inc. in the amount of $25,382.69 approved by the Street Engineering Department covered by Resolution No. 5797-78 - Jefferson - Maumee - Washington Improvement.

Approved and ordered $25,382.69 paid from LRS Account.

Also ordered $2,811.29 paid to Spears-Dehner, Inc. Escrow Account at Lincoln National Bank and Trust Company.

11. Received the following invoices of H N T & B -Steeg Division for General Engineering WATER QUALITY CONTROL PROJECT DIVISION I -Water Pollution Control Plant Additions Federal Project No. C-180538-01 - Hagerman-Shambaugh, Joint Bidders:

71-01-310-01-0-82	---	$ 966.03
71-01-310-01-0-83		407.28
71-01-310-01-0-84		82.29
		$1455.60

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

12. Received invoice of McNamee Porter and Seeley, Consulting Engineers, in the amount of $381.41 for general engineering for the Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice No. 70-10-210-01-1-04.

Approved and ordered paid by City Utilities from the Water Utility Fund.

13. Received Finding of PSC of Indiana Cause No. 35470 in the matter of the Petition of City for Permission to issue Waterworks Revenue Bonds to Contract for the making of Extensions and Additions ot its Waterworks and Approval of a New Schedule of Water Rates and Charges.

Approved.

A true copy is incorporated herein.

14. Received Statement #1103 of PSCI Cause No. 35470 in the amount of $48,882.29.	Approved. Ordered paid by City Utilities from the Water Utility Fund.
15. Received quotation from the Purchasing Agent for the proposed purchase of valve box top and bottom sections for the Water Maintenance & Service Department: V. R. MYERS PUMP ---------- $3,320.00	Through the recommendation of the Purchasing Agent the bid of V. R. Myers Pump was accepted under Purchase Order No. 0720 dated December 15, 1978 in the amount of $3,320.00. Ordered sent to the Common Council on Tuesday, December 26, 1978 at 8:00 p.m.
16. Received quotation from the Purchasing Agent for the proposed lease for 24 months of a Storage Device for Data Processing Department: I.B.M. Corporation --------$1,035.00/Month	Approved and accepted under Purchase Order No. 0715 dated December 13, 1978. Ordered sent to the Common Council on Tuesday, December 26, 1978 at 8;00 p.m.
17. Received Special Sewer Permit for Mike Musser / Harley Graham, Inc. prepared and approved by the Water Pollution Control Engineering Department for construction of sanitary Sewer Extension 5601 Coldwater Road. 25% Maintenance Bond is to be furnished to the Board of Public Works at the time the contractor files his Completion Affidavit.	Approved and permit issued. Board Order No. 225-78.
18. Received Partial Payment Estimate No. 4 (FINAL) of Bercot, Inc. in the amount of $7,461.00 covering payment on Emergency Resolution No. 65-289-7 for repair of collapsed sewer in Sallie's Alley.	Approved and ordered paid by City Utilities from Water Pollution Control Utility Fund.
19. Received Invoice #1 of Spears-Dehner, Inc. in the amount of $29,579.58 approved by the Water Pollution Control Engineering Department covered by Resolution No. 303-78 Monarch Park Drain, Phase II.	Approved and ordered invoice paid Revenue Sharing Acct 4-02-134-449-4200. Also ordered $3,286.62 paid to Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.
20. Received Escrow Agreement between Spears-Dehner, Inc.; Lincoln National Bank & Trust Company and Board of Public Works, City of Fort Wayne, Indiana, covering Sewer Resolution No. 303-78 - Monarch Park Drain, Ph. II.	Approved.

Meeting adjourned at 11:05 a.m.

Henry P. Wehrenberg

Edward DeLaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, December 20, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permit issued.

1616 Southdale ---------- Liechty & Assoc.
3303 E. State ---------- Bernard Ort & Sons
3805 Reynolds /on Redwood--- Wayne Colley, Inc.

4. Received street cut applications: — Approved and permit issued.

6701 Baytree (prkstrp) ----------	C.U. Water Maint.
5601 Coldwater	-T & G Excav.
940 Elmer	-Leininger Excav.
1408 Hanna	-C.U. Water Maint
2915 Hoevelwood (prkstrp)	- "
2222 Lawndale	- "
U. St. Joe Rd. & Westchester	- "
U. St. Joe Rd. & E. Shore	- "
125 W. Dewald	- NIPSCO
436 E. Wildwood	- "
3025 Bowser	- "

5. Received Statements of Qualifications: - Consulting Engineers:

"Statements of Qualifications" referred to a Selections Committee comprised of Philip R. Boller, Chief Engineer Water Pollution Control Engineering Department; Edmund Stanczak, Jr., General Superintendent of City Utilities; Howard Biggs, City Engineer; and Board Chairman Henry P. Wehrenberg for evaluation of candidates for submission of proposals and to make recommendation to the Board.

RONALD L. BONAR & ASSOC.
BUTLER, FAIRMAN & SEUFERT, INC.
THE CHESTER ENGINEERS
CLARK, DIETZ & ASSOCIATES
DALTON - DALTON
COIL & DICKMEYER
ECOLSCIENCES, INC.
S.O. LOCHEED & ASSOC.
McPHEE, SMITH ROSENSTEIN, ENGRS.
O'BRIEN & GERE
REID-QUEBE-ALLISON-WILCOX & ASSOC.
J.L. RUSSELL ASSOC., INC.
PHILIP L. SCHNELKER, INC.
SIECO, INC.
SILVER & ASSOC.
TURNBELL-GREEN & ASSOC., INC.
WILLIAMS & WORKS
CLYDE E. WILLIAMS & ASSOC., INC.
JON S. YOUNG

HOWARD, NEEDLES, TAMMEN & ENGRS.
*MALCOLM PIRNIE, INC.

*Malcolm Pirnie, Inc. submittal was post marked 12/18/78 by Express Mail to be delivered following day. Not delivered until 12-20-78 at 9:30 a.m.

Board to make selection of no fewer than three candidates to make professional services proposal on Monday, January 22, 1979 at 9:00 a.m.

6. Received "Engineers Certificate Re: Arbitrage" from McNamee, Porter and Seeley, Consulting Enginers of Ann Arbor, Michigan.

A true copy is incorporated herein.

7.

CERTIFICATE OF THE
BOARD OF PUBLIC WORKS
AND CITY CONTROLLER

We, the undersigned, certify that we are the duly appointed officers of the City of Fort Wayne, Indiana, holding the offices appearing under our names, and are the officers under whose jurisdiction the waterworks project will be constructed and the proceeds of the hereinafter described bonds expended; that the City Controller is the officer of the City charged by ordinance of the Common Council with actually issuing the bonds.

We further certify:

1. We are cognizant of the facts and circumstances regarding the issuance of revenue bonds of the City in the amount of $18,000,000, designated "Waterworks Revenue Bonds of 1978", dated December 1, 1978, and the intended use of the proceeds of said bonds for construction of extensions and additions to the waterworks of said City.

2. Substantial binding obligations to commence the foregoing project have been incurred by the entering into the construction contracts for said extensions and additions in an amount not less than $15,788,980 and sums are due and owing contractors, consulting engineers, Public Service Commission of Indiana, and others.

3. We reasonably expect that work on the project will proceed with due diligence to completion, presently expected on or about December 31, 1981.

4. Based upon the construction periods in the contracts and the estimates of the consulting engineers as to periods of expenditure of bond proceeds, as set forth in the certificate of the consulting engineer attached hereto and incorporated herein by reference, we reasonably expect that at least ninety-five per cent (95%) of the proceeds of said bonds will be expended within the three (3) year period from December 1, 1978 to November 30, 1981. Disbursement of bond proceeds is estimated, on a calendar quarter basis, as follows:

	1979	1980	1981
First Quarter	$2,547,000	$2,619,480	$679,000
Second Quarter	1,826,000	2,059,000	708,020
Third Quarter	2,441,000	1,108,500	
Fourth Quarter	2,957,000	1,055,000	

5. We reasonably expect that the waterworks project will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Waterworks Revenue Bonds of 1978.

6. Based upon the certificate of the consulting engineer attached hereto and incorporated herein by reference, we reasonably expect that the $18,000,000 proceeds of such issue of Waterworks Revenue Bonds of 1978, will not exceed the amounts necessary for the purpose of such issue of bonds.

7. The 1978 bonds are issued pursuant to General Ordinance Nos. G-26-78 and G-30-78, adopted by the Common Council of the City on September 26, 1978 and November 14, 1978 respectively, and rank on a parity with Waterworks Revenue Bonds of 1967, issued in the original principal amount of $3,000,000, and now outstanding in the principal amount of $2,765,000, issued pursuant to General Ordinance No. G-95-67, as amended by General Ordinance Nos. G-104-67 and G-110-67, and rank on a parity with Waterworks Revenue Bonds of 1968, issued in the original principal amount of $3,200,000, and now outstanding in the principal amount of $2,965,000, issued pursuant to General Ordinance No. G-29-68. All the foregoing General Ordinances provide that all of the bonds heretofore authorized are payable from the "Bond and Interest Redemption Account", created by General Ordinance No. G-95-67 as amended, into which account 29% of the gross revenues of the waterworks as received is to be deposited.

8. Principal of each series of bonds is payable annually on January 1 and interest is payable semi-annually on January 1 and July 1 of each year. The annual principal and interest requirement on the 1967 and 1968 bonds varies from $404,520 and $473,800, and the annual principal and interest requirement on the 1978 bonds varies from $1,404,450 to $1,473,650, until the final retirement of the 1967 and 1968 bonds, and for the three (3) years remaining to final maturity of the 1978 bonds from $1,746,600 to $1,869,925. The combined average annual principal and interest requirement on both series is not more than $1,883,465.

9. The Bond Ordinances provide, in effect, a continuing debt service reserve in the Bond and Interest Redemption Account equal to the next twelve months' principal and interest requirement on the bonds, plus 10%, after which the excess can be transferred to the Operation and Maintenance Account and/or the Depreciation Account, which latter account may only be used for replacements, additions and extensions.

10. It is reasonably expected that amounts in the Bond and Interest Redemption Account in excess of the sum of (a) the amount to be used to pay principal and interest due in a period of less than the next thirteen months and (b) the debt service reserve of an amount equal to the sum of the next twelve months' principal and interest, plus 10%, together with any income from the investment of (a) and (b), will need to be transferred, as available, to the Operation and Maintenance Account to pay operation and maintenance expense in excess of the amounts otherwise available in such account for such purpose and to be transferred to the Depreciation Account to pay the cost of replacements, additions and extensions in excess of the amounts otherwise available in such account for such purpose.

11. It is reasonably expected that the amount of (b) in the foregoing paragraph will never exceed $2,200,000.

12. The Bond Ordinances create an "Operation and Maintenance Account" to which 61% of the gross revenues of the waterworks as received is to be deposited. Only the excess in the Operation and Maintenance Account after accumulation of an amount equal to the cost of maintaining and operating the waterworks during the then current year and the year then next ensuing may be transferred to the Bond and Interest Redemption Account. It is reasonably expected that all moneys in the Operation and Maintenance Account will be required for operation and maintenance expense and that there will never be moneys in that account available for transfer to the Bond and Interest Redemption Account.

13. The Bond Ordinances create a "Depreciation Account" to which 10% of the gross revenues of the waterworks as received is to be deposited. Moneys in the Depreciation Account can be expended only for replacements, extensions and additions to the waterworks and cannot be transferred to either of the other two accounts.

14. On the basis of the foregoing, it is not expected that the proceeds of such issue of Waterworks Revenue Bonds of 1978 will be used in a manner that would cause the bonds to be arbitrage bonds under Sec. 103(c) of the Internal Revenue Code and the regulations promulgated under that section.

15. To the best of our knowledge, information and belief, the above expectations are reasonable, and there are no other facts, estimates or circumstances that would change the foregoing conclusion to paragraph No. 14.

16. The City has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of December, 1978.

A true copy is incorporated herein.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Elliott W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, December 21, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar
Ursula Miller

Received Minutes of Meetings held on Monday, December 18, 1978 at 9 a.m. and Wednesday, December 20, 1978 at 9 a.m.

1. Continued from December 7, 1978
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 132-78 for lighting Devonshire Drive from Maple Grove to Ashcroft.

CONFIRMED.

Advertise Notice to Contractors on January 5 and 12, 1979.

Receive bids on Wednesday, January 17, 1979 at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

2. Continued from December 7, 1978
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 134-78 for lighting Guild Drive from the north property line of Lots 128 and 139 Victoria Park Addition Section 4 to its southern terminus, Derbyshire Drive from its northern terminus to the south property line of Lots 37 and 49 Victoria Park Addition Section 2, Salisbury Drive from the north property line of Lot 115 Victoria Park Addition Section 3 and the north right of way of Esser Drive to the south property line of Lots 51 and 82 Victoria Park Addition Section 2, Asquith Drive from Derbyshire Drive to Salisbury Drive and Montford Drive from its western terminus to Derbyshire Drive.

AMENDED RESOLUTION by deleting Montford from Salisbury to Derbyshire.

Continued to Thursday, January 4, 1979 at 3:30 p.m.

Time up to receive remonstrance Tuesday, January 2, 1979 at 5:00 p.m.

3. Received invoice from City Controller (Barrett Law Department) in the amount of $15,417.97 covering balance of City cost on Street Lighting Resolution No. 128-77 - Anthony Wayne Village.

Approved and ordered paid from 1978 Revenue Sharing Fund.

4. Received Invoice #3 of Hipskind Asphalt Corporation in the amount of $3,172.43 approved by the Street Engineering Department covering work on Resolution NO. 5801-78 East Central Impact Phase III.

Approved and ordered paid by Community Development and Planning.

5.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water - $2,688.40 and Sewer - $2,051.26 (total: $4,739.66).	Approved.
6.	Received Invoice #14 of John Dehner, Inc. in the amount of $69,787.85 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-77 North Maumee River Sanitary Interceptor Sewer - Section I.	Approved and ordered City Utilities to pay invoice #14 from Water Pollution Control Utility Fund. Also ordered City Utilities to release $98,643.83 from John Dehner, Inc. Escrow Account at Lincoln National Bank and Trust Company.
7.	Received Invoice #9 of John Dehner, Inc. in the amount of $510.84 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution NO. 290-77 North Maumee River Sanitary Interceptor Sewer - Section II.	Approved and ordered City Utilities to pay invoice #9 from Water Pollution Control Utility Fund. Also ordered City Utilities to release $22,211.20 from John Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.
8.	Received Water Contract 7811 prepared and approved by the Water Engineering Department between H. G. Kleeman Enterprises, Inc. and the Fort Wayne Water Utility for construction of water main to serve Shannonside Sections I and II.	Approved. Ordered sent to the Water Engineering Department for handling.
9.	Received Water Contract 78-XP-2 prepared and approved by the Water Engineering Department between Orchard Ridge Country Club and the Fort Wayne Water Utility for construction of water mains to serve Orchard Ridge Country Club (Lower Huntington Road).	Approved. Ordered sent to the Common Council on Tuesday, January 9, 1978 at 8:00 p.m.
10.	Received Special Sewer Permit for Meister Development Corp. prepared and approved by Water Pollution Control Engineering Department for construction of sanitary sewer to serve Stoney Creek Office for Meister Development Corporation (6010 East State Blvd.) 25% Maintenance Bond is to be furnished when Completion Affidavit is filed.	Approved and Special Sewer Permit is issued. Board Order No. 227-78.
11.	Request was received from Larry Wilks, 9812 Pearl St., Grabill, Ind., to use the following property: Lots 71 and 72 to town of Cedarville for the period of March 2, 1979 and ending on the 31st day of October, 1979 for gardening purposes only.	Approved and permit issued.
12.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guarantee Bond in the amount of $12,247.50 signed by State Automobile Mutual Insurance Company for Terry Lane - Rousseau Offsite Sanitary Sewer.	Approved. Ordered acceptance letter written.

13. Received inspection report from the Water Pollution Control Engineering Department and Completion AFfidavit of Dailey Asphalt Products Company for Ryder Truck Terminal - Goshen Road Sanitary Sewer
25% Maintenance Bond is to be furnished before acceptance letter is written.

Approved and ordered acceptance letter written.

14. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of H. G. Kleeman Enterprises, Inc. for Shannonside Section I Sanitary Sewer.
25% Maintenance Bond is to be furnished before acceptance letter is written.

Approved and ordered acceptance letter written.

15. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Gordon Landscape Company for The Knolls, Sections I and II - Storm Sewers.
Maintenance Bond is to be furnished as per Sewage Construction Agreement.

Approved and ordered acceptance letter written.

16. Received recommendation of General Superintendent of City Utilities to approve Bercot, Inc. use of 30" casing for remaining 95 lineal feet at $570.00 on Purchase Order 0275 - Emergency Flood Resolution No. 65-284-9.

Approved.

Meeting adjourned at 4:15 p.m.

Henry P. Klekamp

Ethel M. Talbot

BOARD OF PUBLIC WORKS

ATTEST:
Ursula Miller
Secretary and Clerk

Thursday, December 28, 1978

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
Ursula Miller

Received Minutes of Meeting held on Thursday, December 21, 1978 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

   Approved.

2. Received payment vouchers from the Auditor of City Utilities.

   Approved and ordered sent to the Department of Finance

3. Received Schedule of Water Rates and Charges for Fort Wayne Water Utility approved by PSC of Indiana.

   A true copy is incorporated herein.

   Ordered the General Superintendent of City Utilities to implement rates.

4. Received copy of opinion of Ice Miller Donadio & Ryan regarding legality and tax exempt status of Waterworks Revenue Bonds of 1978 sent to Bond Purchaser John Nuveen & Company, Incorporated.

   A true copy is incorporated herein.

5. Received Official Statement concerning Waterworks Revenue Bonds of 1978 dated December 28, 1978 with interest rates added after bid opening of December 19, 1978.

   A true copy is incorporated herein.

Meeting adjourned at 10:00 a.m.

Henry P. Wehrenberg

E. H. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

McMillan trussell
SYRACUSE, N.Y.
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